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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXIX. **Saturday, June 1, 1935.** No. 22

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Current Topics.

The Chiltern Hundreds.

THE announcement in the *London Gazette* that the Chancellor of the Exchequer has appointed Mr. JOHN BUCHAN, whom for the future we are to know as Lord TWEEDSMUIR, to be Steward and Bailiff of the Chiltern Hundreds, is a reminder of the persistence of this archaic method of severing the tie between a Member of the House of Commons and his constituency. It might be thought that in these days, when so many ancient customs which have outlived their usefulness have been relegated to the historic lumber room, a less cumbrous mode of enabling a Member of Parliament to resign, such as obtains in Canada, for example, namely, by the simple expedient of a letter from the Member to the Speaker, might have been introduced: but no—with us recourse is still had to the operation of a statute of the reign of Queen Anne which declares that if any member "shall accept of any office of profit from the Crown during such time as he shall continue a member, his election shall be, and is hereby declared to be, void, and a new writ shall issue for a new election, as if such person so accepting was naturally dead." One of the earliest instances of a purely nominal office being used to secure resignation was in 1715, when the Outrangership of Windsor Forest was given to Thomas Onslow to enable him to vacate his seat for Bletchingly in order to succeed a relative as member for Surrey; and it appears that it was not till 1750 that the Stewardship of the Chiltern Hundreds was utilised for the like purpose, an office originally designed for the suppression of the robbers who infested the woods on the Chiltern Hills, but the *raison d'être* of which had long gone. In his interesting little book on "The English Constitution," Sir MAURICE AMOS finishes his discussion on the subject of this indirect way in which a Member of Parliament can resign, by adding, significantly, that "no means has yet been invented of enabling a constituency to enjoy the converse right of dismissing an unsatisfactory member." This is a task reserved for the future.

The Coroner's Office.

SPEAKING last Tuesday at the opening of the Coroner's Court in Golden-lane, which has been reconstructed by the City Corporation, Lord HEWART recalled the words of GLYN, C.J.: "It seems that I can hold an inquest in any place in the Kingdom, for every Chief Justice is the chief coroner of all England"—and reminded his hearers that he was, as his predecessors, indeed a coroner, although it seemed probable that he would follow their example in not exercising the rights of that office. The Lord Chief Justice alluded to the duties of coroners not only in relation to cases of sudden death and treasure trove, but also in cases of outlawry. "One often," it was said, "hears expressions of regret that the great days of exploration, romance and adventure are over. Motor traffic and ribbon development might cause inconvenience to a twentieth-century Robin Hood, and Robinson Crusoe's island has by this time almost certainly been exploited by some prosperous, if not international, syndicate. But should any enterprising person endeavour to set up an independent State in one of our few remaining forests the coroner is ready to nip his activities in the bud." Reference was made to the great opportunities afforded by the coroner's office for the exercise of tact, sympathy and courtesy, and to the important bearing which the discharge of a coroner's duties has upon the detection and punishment of crime. Concluding, Lord HEWART said: "I am proud to have this opportunity of paying a tribute to the great public service performed by coroners, in a difficult and delicate task, which no doubt offers many temptations to unwisdom."

The Lord Chief Justice on Young Offenders.

"THE Treatment of the Young Offender" was the subject of the second Clarke Hall lecture which was delivered by the Lord Chief Justice in Gray's Inn Hall last Friday week. A report of this lecture appears at p. 406 of this issue. The need of special treatment was deduced from the greater hope that might reasonably be entertained for the reformation of a young offender and also from the fact that in youth there was commonly to be found a far greater confusion of motive than in maturity. Lord HEWART alluded to the probability of old and hardened offenders having at one time been defendants in a juvenile court, and referred to the results of the last inquiry into the earliest antecedents of some thousand of practised offenders which showed that 60 per cent. of them had been arraigned for their first offence before they reached the age of sixteen. The difficulties attendant upon the official observation and examination of young delinquents in remand homes were viewed in the light of the small number of offenders treated in each. Although, as the Lord Chief Justice pointed out, 2,188 young persons were received into these homes during

the last year, there were many areas where on any given day only one or two offenders could be found in a particular home. It was suggested that the difficulty might, at any rate in part, be met by the co-operation of local authorities in establishing central homes of this character of sufficient dimensions to serve a much wider area. Magistrates of juvenile courts ought, the learned Lord Chief Justice urged, to be of parental age ranging from forty to sixty and not older. In order to enable the busy parent to sit in the courts, the time might be altered from 2 o'clock in the afternoon to 6 o'clock in the evening. This changing of the time of session would also render it easier for the school teacher, the club leader and the scoutmaster to give their views. Those who sat in the juvenile courts needed cool judgment, large hearts, far-seeing eyes and keen ears. Corporal punishment ought only to be ordered after fullest consideration not only of the offence, but also of the temperament and character of the offender. That form of punishment, the commonest weapon of the law in primitive communities, had become to-day a rare instrument, but it was not safe to argue with reference to corporal, or indeed capital, punishment that, because other ways of dealing with the offender had been discovered and developed, there was therefore no place left in the armoury of the law for these two methods of earlier use. Lord HEWART alluded to the practically unanimous opinion of prison governors against a sentence of imprisonment for an adolescent, and pointed out that its terror, which might otherwise have provided the strongest barrier or shield against crime, might have paled into insignificance on experience. It was earnestly to be desired, the learned Lord Chief Justice said, that those who were charged with the critical responsibility of sentencing adolescent offenders would pause and consider long every possible alternative before sentencing a boy or girl under the age of twenty-one years to a sentence of imprisonment, however slight.

The Bentham Committee.

IN presenting its sixth annual report, the Bentham Committee for Poor Litigants—which is appointed by the London Council of Social Service and the London Council of Poor Man's Lawyers—indicates that during the year ending 31st March, 1935, it has again assisted many unfortunate persons in the London County Courts and Police Courts—despite the relative deficiency in the number of solicitors available to conduct civil cases—and that satisfactory settlements of poor persons' claims have been secured by its offices in many other cases. The Bentham Committee, whose activities centre round the county and police courts of London, records that it has been asked to give evidence before a Departmental Committee of the Home Office on the Social Services of the Courts of Summary Jurisdiction, and that a memorandum has been approved which will be submitted in due course. The report also contains reference to the effort being made to collect information from all the districts of England and Wales with regard to the facilities afforded outside London (to which the work of the Bentham Committee is confined) in regard to gratuitous advice rendered to poor persons and the conduct of civil cases in courts other than the High Court or Assizes. The Committee dealt with 766 cases last year, a figure which compares favourably with those of the preceding years, 699 and 656 respectively.

A Magistrates' Guide.

Newly appointed magistrates will welcome the appearance of *Notes for New Magistrates*, which has just been issued by the Magistrates' Association and written by its secretary, Mr. CECIL LEESON. The discharge of so many judicial and some administrative functions by persons without legal training renders it somewhat surprising that nothing of the kind seems to have been attempted before. The Association and the author are to be congratulated for the way in which the task of acquainting new magistrates with an outline of their duties has been performed. In the course of an introduction the LORD CHANCELLOR describes the book as a model of conciseness and continues: "That so much accurate information should have been compressed into a hundred pages is remarkable. Only by a strict economy of statement compatible with accuracy could such a result have been obtained. The book explains clearly the difference between indictable and non-indictable offences; the procedure of the Courts of Summary Jurisdiction in dealing with cases summarily and with those that are to be committed for trial at the Assizes or Quarter Sessions; and gives a useful outline of that branch of the law which is most technical in application—the Rules of Evidence. Mention is made of all the ordinary subjects with which a magistrate will generally be concerned." Among the subjects dealt with are the treatment of offenders; liquor licensing; juvenile courts; the adoption of children; affiliation, separation and maintenance orders; the guardianship of infants; lunacy; rates, etc.; and there is a useful bibliography for those desiring to pursue further the various matters treated. The handbook concludes with an excerpt from the late Lord BIRKENHEAD'S speech at the Inaugural Meeting of the Magistrates' Association counselling patience on the part of one in the position of a judge and warning him against a premature making up of his mind before all the facts of a case have been heard. Copies of the book have been sent to all members of the Association. It is not on sale.

Income Tax as a "Special Expense."

WE are indebted to *The Sunday Times* of 12th May for the information that the Unemployment Assistance Board has expressed its intention to the effect that, in determining the need of an applicant for an allowance, the payment of income tax as a deduction from earnings should be allowed as a "special expense" in the assessment of household resources. This information was contained in a letter from the Minister of Labour, whose attention had been drawn to the position of single men paying income tax and maintaining unemployed parents. The question of issuing specific instructions to its officers on this point is, it is intimated, under consideration by the Board.

Persons Insured with Insolvent Companies.

RECENT events have drawn attention to the unfortunate position of motor car owners insured against third party risks with companies which have gone into liquidation. Parliament, in the interests of injured persons, has rightly insisted on compulsory insurance, so that the victim of an accident may at least have the satisfaction of knowing that he is being injured by a person who has a fund out of which he can pay damages. Parliament has also endeavoured to confine such insurance business to substantial persons or companies by requiring large deposits from all would-be insurers. But even with these safeguards in existence, insurance companies still find their way into liquidation. The first sign of a pending "crash" appears generally to be a notable readiness on the part of the company to take any and every point against the assured in order to be able to avoid the policy. This often leaves uninsured some unfortunate person who has made some omission or mis-statement in his proposal form which a more substantial company would ignore. Such a person will, after an accident, find himself thrown, even before the liquidation of the company, on his own resources to initiate or defend any legal proceedings necessary to vindicate his rights. Many owners or "hire-purchasers" of cars, and particularly of motor bicycles, are not financially equipped for litigation or for paying damages. In the result, they must entrust themselves to the tender mercies of the speculative lawyers or to the Poor Persons Department, which latter is only available in High Court or remitted actions. Section 10 of the

Road Traffic Act, 1934, protects the injured party in such a case, but only protects the defendant to the extent of the judgment debt and the injured party's costs. After liquidation, of course, every insured person is in this position, though the company would previously have had not the slightest ground for cancelling the policy. Moreover, the statutory debt created by s. 10 is only, it would appear, a debt provable in the liquidation. The position is unfortunate, and gives rise to the feeling that there ought either to be some provision made by the State for the shepherding of such unfortunates, or, still better, that stricter precautions should be taken to prevent any companies undertaking third party insurance except those whose solvency is beyond all reasonable doubt.

The Highway Code.

THE Road Traffic Act, 1930, provided by sub-s. (1) of s. 4 that the Minister of Transport should as soon as possible after the commencement of the Act prepare a code comprising such directions as appeared to him to be proper for the guidance of road users and empowered him to revise the code from time to time as he might think fit. Sub-s. (2) prohibits the issue of the code or any modifications or revision thereof without the approval of both Houses of Parliament. The new Highway Code, the compilation of which has been necessitated by the passing of new laws, the promulgation of new regulations and the general development of road traffic since the first appearance of its forerunner, obtained the approval of the House of Lords and the House of Commons on Thursday and Friday respectively of last week. The present Minister of Transport had gone one better than the requirements of sub-s. (3) of the foregoing section, which prescribes the printing and issue to the public of a highway code at a price not exceeding one penny a copy, and the announcement that it is intended to deliver a copy of the new code free to every householder in Great Britain will be received with general satisfaction. In seeking approval of the new edition, Mr. HORE-BELISHA stated in the House of Commons that only 5,000,000 copies of the old code had been emitted—a fact which may account for the amazing ignorance of its contents to which we have alluded in the past in these columns. Fifteen million copies of the new code are to be distributed throughout the country and the Minister has given an undertaking that there shall be supplies in all post offices. We do not propose to dilate here upon its contents; the new features have been well circularised in the daily press and readers will shortly be in a position to investigate its provisions for themselves. Its importance, not only for motorists, cyclists, drivers of horse-drawn vehicles and those leading, riding or driving animals, but also for pedestrians need not be emphasised. Strict observance of its injunctions would render the roads once again safe for the ordinary citizen but an infringement is not *per se* (nor, we think, should it be) criminal. The degree of liability is indicated in sub-s. (4) of s. 45 above referred to which provides that a failure on the part of any person to observe any provision of the highway code shall not of itself render that person liable to criminal proceedings of any kind, but any such failure may in any proceedings (civil or criminal, including proceedings for an offence under the Act) be relied upon by any party to the proceedings as tending to establish or to negative any liability which is in question in those proceedings.

Compulsory Driving Tests.

BY the time these lines appear in print the Road Traffic Act, 1934 (Date of Commencement) Order (No. 2), 1935, will be in force. The Order, which was set out in our issue of 11th May, on p. 347, brings into operation on the 1st June sub-ss. (1) to (4) and (6) of s. 6 of the Road Traffic Act, 1934. Sub-sections (5), (7) and (8) were brought into operation on 1st October, 1934, so that the whole of s. 6 is now in force. Readers must be referred to the Act itself for the various provisions of the section which relate to tests of competence to drive a motor vehicle of new applicants for licences and of offenders ordered to be tested, but it may be shortly stated that under sub-s. (1) a licence to drive a motor vehicle is not to be granted under Pt. I of the Road Traffic Act, 1930, unless an applicant therefore satisfies the licensing authority that he has either (*a*) passed the prescribed test of competence to drive, or (*b*) at some time before 1st April, 1934, held a licence under the Act of 1930 or a driver's licence under the Motor Car Act, 1903, authorising him to drive vehicles of the class or description which he would be authorised to drive by the licence applied for. The testing organisation is in full swing, and many persons seem to have taken advantage of the facilities given to undergo a test before the bringing into operation of the provisions rendering it compulsory.

Speed Limit Decisions.

Two recent decisions in cases involving questions of the speed limits may be of interest to readers. In the first, a defendant who was taking to a maternity home a patient (who gave birth to a child within an hour of her admittance) successfully appealed against a conviction for exceeding thirty miles an hour in a built-up area. A fine of £2 was remitted and costs were allowed. It was contended that the case was one of urgency, and that s. 3 of the Road Traffic Act applied. Under the section referred to, the provisions of any enactment, or of any statutory rule or order imposing a speed limit, do not apply to any vehicle on an occasion when it is being used for fire brigade, ambulance or police purposes if the observance of those provisions would be likely to hinder the use of the vehicle for the purpose for which it was being used on such occasion. In a recent case at Bow-street Police Court it was held that a contravention of park regulations by exceeding the limit of twenty miles an hour rendered a defendant liable to have his licence endorsed under the Road Traffic Act, 1934. Section 5, sub-s. (1), of that Act provides for endorsement on conviction of driving a motor vehicle at a speed exceeding a limit "imposed by or under any enactment." The learned magistrate observed that regulations made under a statute (e.g., the Park Regulations Acts) became part of the statute, and he ordered the defendant's licence to be endorsed.

Recent Decisions.

On p. 401 of this issue is reported the judgment of the LORD CHANCELLOR in *Woolmington* v. *Director of Public Prosecutions*, giving the reasons why the House of Lords allowed an appeal from the Court of Criminal Appeal and quashed a conviction of murder.

In *Soc. Anon. Comercial de Exportacion e Importacion (Louis Dreyfus and Cia), Lda.* v. *National Steamship Co. Ltd.* (*The Times*, 24th May), BRANSON, J., held that where a contract contained nothing to prevent a shipowner from carrying passengers, neither the charterer nor the holder of a bill of lading given by him could have any right to rejection on the grounds of delay arising from the carriage of passengers. The carrying of passengers was one of the rights of shipowners, which remained in so far as they were not restrained by charterparties. In the case in question there had been no demise of the ship.

In *Re City of Manchester (Ringway Airport) Compulsory Purchase Order* (*The Times*, 28th May), BRANSON, J., upheld the validity of the order in question and dismissed an application by the Cheshire County Council, the Altrincham Urban District Council and other district councils in the county aforesaid that the order be quashed on the grounds *inter alia* that the order in question as confirmed by the Secretary of State for Air was not within the powers conferred by the Public Works Facilities Act, 1930.

The Scope of Local Acts.

The extensive character of the powers sometimes conferred by local Acts of Parliament has been dealt with in two recent issues (79 Sol. J. 294 and 331). It was noted that complaints had been made in the House of Commons that clauses in Private Bills promoted by local authorities were sometimes drafted in a form which went beyond the needs and intentions of the case and caused interference with the liberty of the subject. The Deputy Chairman of Committees undertook on behalf of the Chairman and himself to consult the Chairman of Committees of the House of Lords with a view to the setting up of a technical committee to consider the drafting of such clauses. A letter to *The Times* had already suggested that Parliament should lay down rules that local and private Bills should not contain clauses having the effect of overriding public general Acts of a protective character.

It may be that the question has now arisen in an acute form, and that some new and special safeguards are called for. But Parliament cannot be said to have failed hitherto to provide machinery for scrutinising local Bills promoted by municipalities, in order that they shall not conflict with public policy. This machinery works independently of any opposition to Bills upon petitions which deal with private rights or interests. A scrutiny of each Bill upon public grounds is made by certain authorities of Parliament—in the House of Commons by the Speaker and the Chairman of Ways and Means, and in the House of Lords by the Lord Chairman. In both Houses the assistance of counsel has been provided for this work, and in the House of Lords the Chairman exercises, by custom, a special jurisdiction over every Private Bill.

Special consideration of local government Bills was formerly secured at the committee stage in the Commons by a " Police and Sanitary Committee." More recently there was set up in each session a " Local Legislation Committee," to whom there were to be committed all Private Bills promoted by municipal and other local authorities by which it was proposed to create powers relating to police, sanitary or other local government regulations in conflict with, deviation from, or excess of the provisions of the general law. The committee sat under experienced chairmen, and provision was made by Standing Orders that the special experience of government departments —in the form of reports upon the local Bills—should be made use of by the committee.

The Local Legislation Committee reported their proceedings specially at the close of each session, giving details of powers, for which there was no precedent, granted to local authorities in Bills considered by the committee during the session. The House of Commons on 13th November, 1929, resolved that there ought to be an inquiry into the desirability of so amending the Standing Orders as to facilitate and shorten the proceedings on local legislation and to lessen the heavy costs incurred. Subsequently, the Select Committee on Private Bills recommended that the appointment of the Local Legislation Committee should not be continued. In the House on 19th December, 1930, the Home Secretary (Mr. Clynes) stated in reply to a question : " It is not proposed this year to re-appoint the Local Legislation Committee, but arrangements have been made by which the Committee of Selection, in choosing the members of committees to which Bills promoted by local authorities are to be referred, will generally appoint the chairman and at least one other member from a list of members with special experience."

As regards drafting, the standardising of clauses suitable for local Bills has been maintained by the periodical issue of " Model Bills and Clauses " compiled under authority. This would secure uniformity in clauses supported by precedent, but it would not help as regards the drafting of " novelties."

Whatever the procedure or machinery may be, there can be no doubt that clauses in Private Bills promoted by local authorities require close supervision in the interests of the liberty of the subject. But to say this is not equivalent to denying that these activities can also be regarded in a beneficial aspect. Mr. C. T. Carr, in the illuminating Reviews of the Legislation of each year, which he contributes to the Journal of Comparative Legislation, emphasises the point that " Local Acts in many respects set up a higher standard than that which applies generally throughout the Kingdom." For instance, several local Acts of 1930 anticipated provisions of the Road Traffic Act in the matter of traffic control, compulsory insurance and unauthorised use of vehicles. In the same year, a Cardiff clause compelled all dwelling-houses to have fly-proof accomodation for food storage. In 1931, food poisoning became a notifiable disease in several localities ; in the County of Surrey new powers were taken for controlling campers and camping sites. In Brighton speed boats were brought under supervision. The year 1932 also presented novelties by way of local enactments. In London the usual powers of inspecting and destroying unsound food were extended to articles of food offered as prizes or given away for advertisement. The London County Council took power for a system of giving warning of dangerous high tides. Mr. Carr remarks that the novelty of one session is often common form after a few years. Indeed, after a further few years, many of these local clauses find their way into the law of the land, or are made locally " adoptive," through the medium of a general Public Health Act. The introduction of such adoptive Bills was from time to time recommended by the Local Legislation Committee.

The ultimate safeguard for the liberty of the subject in Private Bill matters rests with the two Houses of Parliament themselves. On the " floor of the House " even the decisions of Committees and officers can be reviewed. The blocking of a Private Bill at the second reading stage is deprecated as depriving the measure of a judicial hearing on its merits. But a motion for an instruction to the Committee to leave out a specified clause, or the raising of a particular matter after the Committee has reported, might constitute a proper assertion of the authority of the House. The intricacy of our system of Private Legislation may at times prove inconvenient. The system possesses however one great counterbalancing advantage ; rightly used, it enables Parliament to retain an effective control over questions of expediency and policy in local administration. The price of liberty, in this as in other matters, is vigilance on the part of our legislators.

Domestic Animals on the Highway.

The law as to the straying of domestic animals upon the highway recently received some enrichment from a decision in the Court of Appeal (*Deen* v. *Davies*, 79 Sol. J. 381). The defendant, a farmer, had ridden his pony from the country into the town and tied it up in a stable adjoining a street. The pony pulled at the wooden bar to which it was attached in the stable and broke loose, taking the bar with it. The plaintiff, who was a cripple, was on the footpath, and in seeking to avoid the pony, fell and was severely injured.

The learned county court judge held that the defendant was negligent in failing properly to secure the pony in the stable, and that the pony caused the plaintiff to fall, that it acted in the way that a pony could be expected to behave, but it did not exhibit dangerous or savage propensities. Judgment was accordingly entered for the plaintiff. This judgment was upheld on appeal.

A number of cases were cited on behalf of the appellant in which it was held that the owners of domestic animals were not liable for damage done by them while straying if they were not of a vicious nature. At least two of these cases were so decided on the ground that an owner of a domestic animal was not liable if he pastured it on his own land and it strayed thence on to the highway, in the absence of any

knowledge of its viciousness, even if it so strayed as a result of the defective fencing of the land (*Jones* v. *Lee*, 106 L.T. 123; *Heath's Garage Ltd.* v. *Hodges* [1916] 2 K.B. 370). In *Cox* v. *Burbidge*, 13 C.B. (N.S.) 430, there was no evidence of how the horse had strayed on to the highway, and it was held that in the absence of evidence of negligence or of evidence of *scienter* of viciousness the owner of the horse was not liable for the damage it caused by kicking a child upon the highway. Erle, C.J., pointed out that the horse might have been put there by a stranger or might have escaped from some enclosed place without the owner's knowledge. It was also held as a matter of law that it was not natural for a horse to kick a human being.

These cases did not, however, decide that in no circumstances was the owner of a domesticated animal of which there was no knowledge of viciousness to be liable for damage that it committed as a result of its owner's negligence. Such circumstances, as Lord Justice Slesser pointed out in *Deen* v. *Davies*, arose in *Haynes* v. *Harwood & Son* [1935] 1 K.B. 153, it which it was held, following *Lynch* v. *Nurdin*, 1 Q.B. 29, that it was negligence to leave a horse and van unattended on a busy street. "I do not doubt," said Finlay, J., in *Haynes* v. *Harwood* [1935] 1 K.B., at p. 161 (quoted with approval by Maugham, L.J.) "that where you have a pair of horses and a van left unattended in the street and the horses run away, that raises a presumption of negligence. It may be rebutted, but it casts an onus upon the owners of the horse and van to show that what happened happened without negligence."

The Court of Appeal held that the circumstances were such as to raise a duty on the defendant to tether the pony properly, as he must have known that if it got loose its natural instinct would be to return home and that it would proceed along the highway and do damage.

It may seem anomalous that the liability of an owner for damage done by animals straying on the highway should depend to some extent on whether they have strayed from the owner's land where they have been put to pasture, or whether they have strayed from another's land. "There is at common law no obligation," said Buckley, L.J., in *Ellis* v. *Banyard* (1911), 56 SOL. J. 139, "on the part of the owner or occupier of land, who depastures cattle near a highway, to provide any fences so as to prevent the cattle getting on to the highway." There may, however, as *Deen* v. *Davies* shows, be circumstances in which the owner has a duty to take care to prevent his domestic animals from straying on to the highway. The test is laid down by Lush, J., in *Turner* v. *Coates* [1917] 1 K.B. 670, in which a farmer was held liable for damage done by allowing a young unbroken colt to go loose on the highway in the dark. The learned judge said: "Is there any duty to take reasonable care in turning an animal like this on the highway? In my opinion there clearly is a duty on the part of a person who owns an animal which under particular circumstances is likely to do harm to take reasonable precautions to prevent it doing harm." (See also *Pinn* v. *Rew* (1916), 32 T.L.R. 451.) In *Sycamore* v. *Ley* (1932), 147 L.T. 342, Lord Justice Greer said: "The owner of a dog might be liable to a person bitten, apart from any *scienter*, if he placed it in such a position and under such circumstances as to render it likely that the dog would get excited, and would lose its temper, and would cause damage to persons lawfully passing along the highway." The liability is not the absolute liability for damage done by animals *ferœ naturæ*, or by animals *mansuetæ naturæ* known to be vicious, but rests on the negligence of the owner in permitting the existence of circumstances under which the animal is a danger to persons lawfully on the highway.

Mr. Charles Tanner Kingdon Roberts, solicitor, of Sidmouth, senior partner of Messrs. Roberts and Andrew, solicitors, Exeter, left £48,568, with net personalty £45,172.

Costs.

CONVEYANCING SCALES.

WE have been requested by a subscriber to deal with one or two curious points in connection with conveyancing costs, and they are points upon which there may well be a considerable difference of opinion.

It will be remembered that Pt. I of Sched. I, General Order, 1882, provides a scale of costs for completed conveyancing matters, and amongst the other items there is one which provides a scale of remuneration for solicitors who negotiate a loan on behalf of a mortgagee—who, in short, find an outlet for the prospective mortgagee's money. The scale is as follows:—For the first £3,000 the remuneration is to be calculated at the rate of 20s. per cent., for the fourth and each subsequent £1,000 up to £10,000, 5s. per cent., and for each subsequent £1,000 up to £100,000, 2s. 6d. per cent. Where the transaction exceeds £100,000, the remuneration is to be calculated as for £100,000. Fractions of £100 under £50 are to be treated as £50, whilst fractions of £100 over £50 are to be treated as £100. The scale is increased by 20 per cent. as from the 1st December, 1932. There is a provision that the minimum remuneration shall be £5, except in those cases where the transaction is of a less value than £100, in which case the minimum shall be £3, increased, of course, by the statutory addition of 20 per cent. The scale of remuneration applies only to *completed* transactions (see Clause 2 (c) of the Order of 1882), and presumably this means completed by the same solicitor. It follows, therefore, that unless the mortgage is completed by him, the solicitor will be unable to charge the negotiating fee. Thus, if a solicitor, A, negotiated a loan from his client B to C, and the mortgage is prepared and completed by C's solicitor, it seems that A would not be entitled to his negotiating fee, but would have to charge under Sched. II for the work done by him. If this is so, and there appears to be no other way in which to read the clause quoted, then the minimum will not apply so far as the negotiating fee alone is concerned, since this will be added to the remuneration for investigating the title and preparing and completing the mortgage deed, and the two fees must be taken together to determine whether the minimum is applicable, only one minimum fee being allowed in respect of each completed transaction. Such, at least, is the opinion of the Council of The Law Society, although there has been no judicial decision on the point. Inasmuch as r. 8, which prescribes the minimum fee, applies to the whole of the scale of charges relating to purchases, sales and mortgages, it would seem that this opinion is correct. Thus, if a solicitor negotiates a loan of £300, and completes the mortgage, then he will be entitled to the scale fee of £3 for negotiating and £4 10s. for the investigation of title, etc., a total of £7 10s. plus 20 per cent., and not to two minimum fees of £5 each plus 20 per cent.

The problem is a little more difficult where the mortgage and conveyance are completed at the same time by the same solicitor, that is, where he acts for the purchaser and the mortgagee as well. This must be regarded as two distinct transactions, both carried out at the same time, and r. 6 of Pt. I, Sched. I, of the General Order, provides in such a case that the solicitor shall be entitled to the full scale fee for investigating and preparing and completing the conveyance, but only half of the prescribed fees for acting for the mortgagee. The separate identity of the two transactions is emphasised by the fact that the costs are payable by two distinct parties, namely, the purchaser and the mortgagee, although it is true that the costs payable by the latter are normally collected from the purchaser in his capacity of mortgagor. Hence, if a property is purchased for £1,000 and the same solicitor acts for the mortgagee who lends, say, £300, then his charges will be £15 plus 20 per cent. for investigating the title and preparing and completing the conveyance on behalf of the purchaser,

and half of the minimum of £5 plus 20 per cent. Notice that r. 6 goes on to provide that, in addition to the fees prescribed by that rule, the solicitor shall be entitled to charge his full commission for negotiating. Consequently, if the solicitor had negotiated on behalf of the mortgagee in the instance cited, he would have been entitled to the £15 plus 20 per cent. as far as the purchaser is concerned, half of £4 10s. plus 20 per cent. so far as the preparation and completion of the mortgage deed is concerned, and £3 plus 20 per cent. for negotiating on behalf of the mortgagee, since we have seen that the minimum can only be charged where the total fees in respect of the one transaction are less than that minimum.

Whilst touching on this question of negotiating fees, it is important to remember that the solicitor is entitled to the negotiating fee where he himself lends the money to the mortgagor: see *In re Norris* [1902] 1 Ch. 741. This decision was given under s. 2 of the Mortgagees' Legal Costs Act, 1895, now replaced by s. 58 of the Solicitors Act, 1932.

We will touch upon other problems relating to the conveyancing scales in our next article under this heading.

Company Law and Practice.

Subscribers of the Memorandum of Association.

One is apt, I think, to regard those who subscribe the memorandum of association as persons performing a purely formal act about whom, once the company has come into existence, no further question will arise; but even a cursory investigation of the reports reveals quite a surprising number of authorities relevant to the question of their liability; and the subject generally seems to me worthy of some consideration. Before discussing those cases which have arisen when subscribers have attempted, sometimes successfully, sometimes unsuccessfully, to escape liability, I might mention one or two cases in which the question of who can validly subscribe the memorandum has come up for consideration. In *Re Laxon and Co.* [1892] 3 Ch. 555, it was sought to wind up a company as an unregistered company on the ground that it was never duly incorporated, the memorandum of association having been signed by eight persons, two of whom were infants. It was held, however, that the contract of an infant being not void, but only voidable, his signature to the memorandum was the signature of a "person" within the meaning of what is now s. 1 of the Companies Act, 1929, and that on the certificate of incorporation being obtained the company was validly incorporated, and subsequent avoidance of the infant's contract did not invalidate the registration of the company or any intermediate acts affecting the rights of third persons. It is, however, opined that the Registrar might well refuse registration if he knew that one of the subscribers was an infant, but if in fact the memorandum as so subscribed was registered, then the provisions of s. 15 of the 1929 Act as to the conclusiveness of the certificate of incorporation would be an effective answer to any objection subsequently taken on the score of the infancy of any of the subscribers.

Nor is nationality a valid ground for objecting to a subscriber of a memorandum of association. In the case of *The Princess of Reuss* v. *Jean Bos and Others*, L.R. 5. H.L. 176, all seven subscribers were foreigners; but, as Lord Cairns said at p. 199, "that was no objection whatever to the incorporation, because if, in other respects, foreigners comply with the regulations of the Act of Parliament, . . . they ought to have the benefit of the Act of Parliament just in the same way that they could have benefited by the laws of this country by trading in this country." Nor is there any incapacity in a married woman or in another company having the requisite power to sign as a subscriber.

Signing the memorandum through an agent is impliedly recognised as valid by s. 140 of the 1929 Act. Independently of this, the case of *In re Whitley Partners Limited*, 32 Ch. D. 337, shows that signature by an agent is sufficient, there being nothing in the Act to show that the Legislature intended anything special as to the mode of signature of the memorandum. It was also argued in that case that as (by what is now s. 20 of the 1929 Act) the memorandum binds the company and its members to the same extent as if it had been signed and sealed the authority to sign it must be given by deed. But it was pointed out that, though the memorandum has for certain purposes the effect of a deed, it is not a deed. "An authority to sign and seal an instrument must be given by deed, but though signature of the memorandum is made by the Act equivalent to signing and sealing, the memorandum is not signed and sealed. The authority to sign it therefore need not be given by deed."

Turning now to the question of the liability of subscribers of the memorandum in respect of their shares. First of all, I propose to mention some of the cases in which an unsuccessful attempt has been made to repudiate this liability. Section 23 of the 1929 Act provides, it will be remembered, that "the subscribers of the memorandum shall be deemed to have agreed to become members of the company and on its registration shall be entered as members in its register of members." The effect is that the original subscribers are deemed to have taken the shares set opposite their names, which cannot then be parted with except in a proper manner and by proper authority. The fact that there has been no actual allotment to the subscriber cannot relieve him of his liability. In *Re London Hamburg & Continental Exchange Bank: Evans's Case*, L.R. 2 Ch. App. 427, a signatory of the memorandum acted for a short time as director of the company. Other directors were then appointed and he never afterwards had anything to do with the company. No shares were ever allotted to him and his name was never on the register. It was held that his name ought to have been on the register, and that he was a contributory in respect of the shares for which he had signed. Then in *Re South Blackpool Hotel Company: Migotti's Case*, 4 Eq. 238, M subscribed the memorandum of the company for five shares and eight months afterwards five fully paid-up shares which the company had agreed to allot to C, as part of the purchase money paid for property sold to them by C, were by C's direction allotted to M. In the winding up of the company it was held that M was a contributory in respect of five shares upon which nothing had been paid. Taking the five paid-up shares which did not belong to the company, but to C, was in reality taking the shares from C and not from the company, so that M had never fulfilled the contract he had entered into with the company when he signed the memorandum. The general principle underlying the decision is forcibly put by Lord Romilly in these words: "In this case, for eight months, the public, who were invited to take up shares, had from the publication of the memorandum of association been induced to believe that seven respectable and responsible gentlemen had amongst them agreed to take a certain number of shares in the company of £5 each, and that consequently there was so much capital belonging to the company available for the purposes of the company. On the faith of that belief persons subscribed for shares and became members of the company, and some months afterwards it turns out that not a penny of this money is forthcoming, and that all that has really occurred is that another gentleman, who is the real originator and founder of the company, has directed that certain paid-up shares, to which he is entitled in respect of the land to be sold to the company, are to be allotted to these seven gentlemen."

In re London and Provincial Consolidated Coal Company, 5 Ch. D. 525, at a meeting of the directors held shortly after the company was incorporated, it was resolved that the shares subscribed for by three of the signatories to the memorandum should not be allotted, and in fact these shares were not allotted. The articles of the company contained no power to accept surrender of shares. It was held that the directors

had no power to remit the shares, and that all the signatories were liable as contributories in a winding-up. Malins, V.-C., pointed out that the Act could by this means always be defeated if such a meeting were capable of resolving that those who subscribed the memorandum should be released from their shares and the liability attaching to them.

With this last case must be contrasted *In re Natal Investment Company: Snell's Case*, L.R. 5 Ch. App. 22. We are now coming to the cases where liability has for one reason or another been successfully contested by a subscriber to the memorandum. In *Snell's Case*, S., a subscriber and also a director, applied for shares for which he had subscribed, and paid a deposit on them. Before any shares were allotted to him or his name was entered on the share register he withdrew from the office of director and applied to have his application for shares cancelled. The directors, who had power under the articles to accept the surrender of shares, cancelled the application and returned the deposit. In the winding-up of the company it was held that the surrender of the shares was valid and S. was not a contributory. The decision, however, fully recognised the ordinary rule that signing the memorandum constitutes a man a shareholder, and that in consequence S. had been a shareholder. But S. had properly ceased to be a shareholder upon the strict exercise of the power vested in the directors to accept the surrender of the shares. The first exception, then, to the general rule of a subscriber's liability is this: that such a liability ceases when a surrender of the shares is properly made in accordance with the provisions of a valid article.

In re Tal Y Drws Slate Company: Mackley's Case, 1 Ch. D. 247, furnishes us with the second exception. There all the circumstances necessary were present to render a subscriber of the memorandum liable as a contributory; but the company had in fact allotted the entire share capital of the company to other persons. As, therefore, there were no shares which he could have had if he had wanted them, it was held that the company were not in a position to say that they would continue to hold him liable for the shares for which he had signed.

Further—and here we are touching not on exceptions to the general rule, but to qualifications thereof—although the memorandum irrevocably binds a subscriber (subject to the exceptions I have mentioned) to contribute the proportion of the capital for which he subscribes, it does not bind him irrevocably as regards matters not required by the Act to be stated therein. So *In re New Buxton Lime Company: Duke's Case*, 1 Ch. D. 620, it was held that a person who had subscribed for preference shares was entitled to take an equivalent amount of ordinary shares instead. Again, in *Alexander* v. *Automatic Telephone Company* [1900] 2 Ch. 56, it was held that a subscriber of the memorandum is, in the absence of any provisions to the contrary, in the articles or in an express agreement between him and the company, not liable to make any payment in respect of the shares for which he subscribed, except as and when calls are made upon him in accordance with the provisions of the articles. Finally, there is abundant authority for the proposition that a subscriber of the memorandum need not pay for his shares in money; it is sufficient that he gives money's worth, e.g., that paid-up shares are allotted to the subscriber as consideration for property sold to the company. See for example *In re China Steamship & Labuan Coal Company: Drummond's Case*, L.R. 4 Ch. App. 772.

There is one other point about the position of a subscriber to the memorandum that is worth noting here, and that is that he cannot rescind his contract on the ground that he was induced to sign by misrepresentation. *In re Metal Constituents Limited: Lord Lurgan's Case* [1902] 1 Ch. 707, two reasons were given for this; first, that the company could not be liable for the acts of the promoter who made the misrepresentation, since he could not be the company's agent before the company came into existence; and secondly, and perhaps of more importance for our purpose, because by signing the memorandum the subscriber on the registration of the company became bound, not only as between himself and the company, but also as between himself and the other persons who became members.

A Conveyancer's Diary.

Insurances Effected by Mortgagors.

I HAVE recently had occasion to refer to the case of *Halifax Building Society* v. *Keighley* [1931] 2 K.B. 248, in respect to policies of insurance upon mortgaged property. I called attention to it some time ago, but I doubt whether it has been as fully discussed and considered in the profession as it might have been. At any rate, it raises questions of no little importance to mortgagees.

A mortgage deed dated in 1919 provided that the mortgagees might insure the premises against fire and that the mortgagors should pay the premiums thereon. Before 1925 the mortgagees effected insurances of the premises under the deed. Before that year the mortgagors also effected with other insurers an insurance of the premises apart from statute or the deed in their own names. In 1930, whilst the deed and insurances were all in force, the premises were damaged by fire. The respective insurers paid to the mortgagors and mortgagees the proportions of the loss for which they were responsible. The mortgagees brought an action against the mortgagors for payment over to them of the money paid to the mortgagors by their insurers.

It was contended for the plaintiffs that they were entitled under s. 25 (4) of the C.A., 1881, their rights under which, it was said, were preserved by s. 207 (*a*) of the L.P.A., 1925.

Section 23 (4) of the C.A., 1881, is as follows:—

> "Without prejudice to any obligation to the contrary imposed by law or by special contract a mortgagee may require that all money received on an insurance be applied in or towards discharge of money due under the mortgage."

Wright, J., took the view that if that section had not been repealed by the L.P.A., 1925, the mortgagees would have been entitled to recover the insurance money from the mortgagors.

Then it was argued that although s. 23 (4) was repealed, the mortgagees' rights were saved by s. 207 (*a*) of the L.P.A. That sub-section reads:—

> "Nothing in this repeal shall affect the validity or legality of any dealing in the property or other transaction completed before the commencement of this Act or any title or right acquired or appointment made before such commencement, but, subject as aforesaid, this Act shall, except where otherwise expressly provided, apply to and in respect of instruments, whether made or coming into operation before or after such commencement."

On that contention the learned judge was also against the plaintiffs. His lordship held that the "title or right" arose when the fire took place, not when the contract of insurance was entered into—and consequently, as the fire occurred after the commencement of the Act, the plaintiffs could not succeed.

Then it was said that the Interpretation Act, s. 38 (2), saved the plaintiffs' case. That sub-section dealt with "any right, privilege, obligation or liability acquired, accrued or incurred" under any repealed enactment. So it was argued that s. 23 (4) of the C.A., 1881, was saved by the proviso to s. 207 of the L.P.A., 1925, which is expressed to be "without prejudice to the provisions of s. 38 of the Interpretation Act, 1889."

That contention also did not avail the plaintiffs, as the learned judge decided that the right set up by them had not been "acquired or accrued or incurred" under the C.A., 1881.

The mortgagees then had to fall back upon s. 108 (4) of the

L.P.A., 1925, which replaced s. 23 (4) of the C.A., 1881, with certain rather important and significant alterations.

The sub-section is as follows :—

" Without prejudice to any obligation to the contrary imposed by law or by special contract, a mortgagee may require that all money received on an insurance of mortgaged property against loss or damage by fire or otherwise effected under this Act or any enactment replaced by this Act or on an insurance for the maintenance of which the mortgagor is liable under the mortgage deed, be applied in or towards the discharge of the mortgage money."

Wright, J., expressed the opinion that the sub-section had been deliberately worded in order to limit the scope of its operation. In the case before him his lordship said that the insurance effected by the mortgagors did not come within the scope of the sub-section. In fact, the insurance was not effected under the Act, nor under any enactment replaced thereby—nor was it an insurance for the maintenance of which the mortgagors were liable under the mortgage deed.

Without criticising the decision of the learned judge, I may draw attention to the fact that in such circumstances the mortgagee may be placed in a very disadvantageous position. The mortgagor, by effecting his own insurance, may reduce the amount recoverable by the mortgagee under any insurance effected by him, and to that extent deplete the mortgagee's security.

I do not know whether that precise point was in the mind of the learned judge, but he made this significant observation : " The mortgage in question here was no doubt prepared by a draftsman who had in mind the provisions of that sub-section " (sub-s. (4) of s. 23) " of the Act of 1881 and no doubt those who prepare similar documents adapt them to the provisions of the Act of 1925, but in the present case there is no special covenant and no statutory provision which applies."

I am not at all sure that " those who prepare similar documents " do in fact adapt them to the provisions of the Act of 1925, nor do I know in what way they could do so.

In the case which I am considering it appeared that there were two policies in the joint names of the mortgagors and mortgagee with the same office, and the policies provided that " If at the time of any destruction of or damage to any property hereby insured there be any other insurance effected by or on behalf of the insured covering any of the property destroyed or damaged, the liability of the company hereunder shall be limited to its rateable proportion of such destruction or damage."

I think that is common form.

Then the mortgagors, without the knowledge of the mortgagees, effected another policy with a different company. The result of that, of course, was that the amount payable under the policies effected jointly was reduced by the proportion of the loss which fell upon the company with whom the mortgagors had effected an independent policy.

I do not at present see how any device of the draftsman of a mortgage would help the mortgagees in such circumstances. Of course, the mortgagor could be made to covenant to pay over any sums which he received under any policy of insurance, but that would really not be of much use, as the mortgagor would already be under covenant to pay the mortgage debt, fire or no fire.

It certainly is an unfortunate position from the mortgagee's point of view, and it is difficult to see what he could do to meet it. It will be observed that in the instant case the mortgagors covenanted to pay the premiums on any policy or policies effected by the mortgagees, and in fact did so. That is the usual provision inserted in mortgages, but it did not help the mortgagees in their action. No doubt the mortgagors might be made to covenant to hold any money received in respect of any insurance in trust for the mortgagees ; but that would not seem to carry the matter much further if the insurance company had no notice of the trust, which it might not.

Landlord and Tenant Notebook.

Tenants at Will and Limitation.

The Real Property Limitation Act, 1833, by its modification of the doctrine of adverse possession, has probably brought about some unforeseen results in the case of tenancies, at all events of those tenancies which are granted by generous landowners to dependents and retired servants by permitting them to occupy premises without payment of rent. It is, in fact, easier for a tenant at will to acquire an absolute freehold title by possession than it is for any other tenant.

There must, indeed, have been many unreported cases in which owners of property have thus nourished vipers in their bosoms ; one such was alluded to by Channell, J., in his judgment in *Lynes* v. *Snaith* [1899] 1 Q.B. 486, when he mentioned that about a year earlier Kennedy, J., had held that the statute ran against a landowner who had permitted the widow of a gamekeeper to live in a cottage rent free, and who had from time to time repaired it, for the entries made for that purpose did not prevent time from running against him.

The relevant provisions of the Act are in ss. 7 and 14. By s. 7, when any person shall be in possession as tenant at will, the right of the person entitled subject thereto to bring an action to recover such land shall be deemed to have accrued either at the determination of such tenancy, or at the expiration of one year next after the commencement of such tenancy, at which time such tenancy shall be deemed to have determined ; by s. 14, when an acknowledgment of the title of the person entitled to the land shall have been given to him in writing, signed by the person in possession, then such possession shall be deemed to have been the possession of the person to whom such acknowledgment shall have been given at the time of giving the same, and the right of such last-mentioned person to bring an action to recover possession shall be deemed to have first accrued at and not before the time at which such acknowledgment was given.

The statute thus practically tells landlords to determine tenancies or secure written acknowledgments periodically, if they wish to preserve their rights. The period, twenty years under the 1833 Act, was reduced to twelve by that of 1874.

And when landlords omit these precautions, their stock pleas are, as one would expect, that there was no tenancy at will or other possession, or alternatively that the original tenancy at will was determined and a new one substituted within the last twelve years.

The facts of one of the earliest cases, *Doe d. Groves* v. *Groves* (1847), 10 Q.B. 486, were a little unusual, but they have served as an illustration of the possibilities in other cases. While under age, the claimant had become entitled to a small property as heir-at-law, on the death of his father. This was in 1798. His mother, after taking out letters of administration, had married the defendant in the same year, and the defendant had taken over the business conducted on the premises, had his name painted up, been granted a tobacco licence, assessed to the poor rate, and had paid off a mortgage debt. In 1805 the claimant left the house, but between that date and 1841, when his mother died, he came and stayed there from time to time. In 1842 the defendant wished to raise money on a mortgage of the property, and was informed by his solicitor that the claimant was entitled as heir-at-law and could alone execute the mortgage. This the claimant obligingly did, handing the money advanced to the defendant. It was held that the visits made by the claimant within the last twenty years were sufficient to prevent the defendant from acquiring a title.

Lynes v. *Snaith* [1899] 1 Q.B. 486 was a case in which an owner of property had let his daughter-in-law into possession of a house in 1884. Between then and 1897 he had occasionally repaired the place, but once when she asked him, via his foreman, to do something about an oven he had refused. In 1897 she set up a title, and it was held that there had been

no entry against her will, and no new tenancy at will granted during the necessary twelve years.

In the same year the case of *Jarman* v. *Hale* [1897] 1 Q.B. 994 raised a slightly different point. The grantor in this case had mortgaged the property some ten years after the defendant's rent free occupancy commenced, and the defendant was aware of the transaction. Also, a year later, the defendant in filling up an income tax return form had described himself as occupier, the grantor as owner. The first of these events sufficed for the plaintiff's first purpose; there are many easy ways of determining a tenancy at will, and alienation brought to the knowledge of and known to the tenant is one of them. L.P.A., 1925, has, presumably, made the decision no longer valid on this point; a mortgage is not now an alienation of the mortgagor's interest, but merely a partial alienation. On the other point, whether the acknowledgment implied in the income tax form created a new tenancy at will, Channell, J., said: "It seems to me that, if you find a definite acknowledgment from the tenant that he is holding by permission of the other, that is all you want."

Both *Doe d. Groves* v. *Groves* and *Lynes* v. *Snaith* were cited in what is, I believe, the most recent authority on these matters, the instructive Irish case of *Woodhouse* v. *Hooney* [1915] 1 I.R. 296. The property in that case had been left to one J.F.E. subject to a jointure of £30 a year to his widowed mother. J.F.E., being addicted to drink, was persuaded, in 1897, to assign his property to his mother. This was done for his own protection, and the deed was duly registered in accordance with Irish law. The parties to the action claimed respectively under the mother's and son's wills, and the evidence adduced by both sides was lengthy, though not conflicting.

The plaintiff relied, in addition to the deed, on these facts: acquiescence and admissions by J.F.E., who had told several people that he was only managing the property for his mother; that in 1911, when J.F.E. had given permission to the local council to erect a pump on the land, his mother, on hearing the news, had sent a peremptory telegram to the council (who then apologised to her); that when paying visits, some of which lasted several weeks, she had given directions as to the cutting of hedges and disposal of livestock, the servants referring to her as "the mistress." And the plaintiff's case was that J.F.E. had occupied as manager for his mother.

The defendant's evidence showed that in 1901 the late J.F.E. had expressed himself as discontented with the deed, and his mother, advising him to consult a solicitor, had written that all she wanted was "her own" (viz., the jointure); that he had paid rates and rent till the land was purchased under the Land Purchase Acts; that it was then conveyed to him; that he had been the plaintiff in ejectment proceedings against an undertenant; and that the mother, when applying shortly before her death for an old age pension, had declared that she had no property, but was supported by her son. On which they asked the court to find that J.F.E. had been beneficial owner or a trespasser till the period of limitation ran out.

The court found for the plaintiff, on these lines. There was permissive occupation, and the late J.F.E. was neither manager nor trespasser, but tenant-at-will from the date of the deed. The conveyance under the Land Purchase Acts cut no ice, for it was a common practice to convey land to the occupier as *primâ facie* entitled. The declaration made when applying for the pension was considered unreliable evidence, the mother by then being a feeble old woman. The acknowledgments made by J.F.E., though not such as described in the Real Property Limitation Act, 1833, s. 14, were sufficient in view of the passage from the judgment of Channell, J., in *Jarman* v. *Hale*, *supra*, cited above, to evidence a tenancy at will. And finally, what had happened on the occasions of the mother's visits showed an *animus possidendi* and was enough to determine the tenancy at will in accordance with the principle of *Doe* v. *Groves*, *supra*, and to prevent the statute from running.

Our County Court Letter.

THE SALE OF STRAY CATTLE.

The liabilities of auctioneers were recently considered at Hereford County Court in *Bright* v. *Edwards, Russell and Baldwin*, in which the claim was for £13 11s. as damages for conversion. The plaintiff's case was that, on the 7th August, 1934, he bought ten cattle at the defendants' auction, and put them on to his land. One (a Hereford, very dark) broke away, and travelled to some land of a Mrs. Littlar, who (having had no reply to an advertisement on the 1st September) entered the cow in the defendants' sale on the 18th September. The plaintiff did not wish to upset the sale, and did not intervene, and the cow realised £16 7s. 6d. The plaintiff subsequently satisfied himself that the cow was one for which he had paid £14 15s., and this was pointed out to the defendants and to Mrs. Littlar, but there was no means of making her a party to the action. Her evidence for the defendants was that she saw a Hereford cow in her field as far back as July, and it was there for ten weeks and three days, after which it was advertised (on the advice of the police) and sold. She was willing to pay the money over, less £3 13s. cost of advertising, £1 7s. cost of transport and £1 for damage done by the cow to an in-calf cow, viz., £6 in all. The defence was that no tortious act had been committed, and the sale was lawful. His Honour Judge Roope Reeve, K.C., held that, however innocently the defendants acted, they were liable to the true owner. In view of the evidence of Mrs. Littlar, the plaintiff had not proved he was the true owner. Judgment was therefore given for the defendants, with costs. Mrs. Littlar would still hold the money, as trustee for the rightful owner, and His Honour suggested that, after deducting £5 13s. 6d. for keep, etc., she should hand over to the plaintiff £10 10s. upon his undertaking to indemnify her, in the event of the true ownership of the cow being established by another claimant.

ACTION FOR ADMINISTRATION.

In *Lewis* v. *Lewis and Lewis*, recently heard at Hereford County Court, the plaintiff claimed, as against his two brothers, an order for the administration of the estate of their father, who died in 1914, and of their mother, who died in 1930. The defence was that the plaintiff had already had his share, but a preliminary objection was taken that no one had taken out letters of administration, and the court had no jurisdiction until that was done. The objection was upheld by His Honour Judge Roope Reeve, K.C., and the case was adjourned for the claim to be amended.

NUISANCE FROM SAWMILL.

In the recent case of *Costelow* v. *Bott* at Ashby-de-la-Zouch County Court, the claim was for an injunction against a nuisance, viz., the noise of a sawmill, which interfered with the comfort of life in the plaintiff's bungalow. The defence was that the sawmill was there before the bungalow, which was also shielded from noise by a substantial partition, erected by the defendant. His Honour Judge Haydon, K.C., remarked that it was no defence that the plaintiff had come to the nuisance, by erecting his bungalow near the existing sawmill. The partition had also been erected since the start of the proceedings, and this was a wrong procedure, as it was impossible to test the nuisance under the conditions existing at the date of the issue of the summons. Having personally tested the noise, His Honour pointed out that only soft wood was used, the belt was put on lightly, and the urging was gentle. Even then the nuisance was intolerable, and when hard wood was used (on the defendant's objection being overruled) the belt came off. It was held that the plaintiff was entitled to an order, with costs. The leading cases hereon are *Gort* v. *Clark* (1868), 18 L.T. 343; *Husey* v. *Bailey* (1895), 11 T.L.R. 221.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Whether Legal Estates designedly left outstanding are got in by L.P.A., 1925, Sched. I, Pt. II.

Q. 3165. By a conveyance dated the 1st October, 1901, in consideration of £— paid by B, two freehold messuages were conveyed to B in fee simple. In the same year B mortgaged the messuages to C and the messuages were re-conveyed to B in 1903. In 1904 B executed a deed whereby it was recited that the £— expressed to have been paid by B in the conveyance of the 1st October, 1901, was in fact money belonging to A, and the said purchase was made by B as trustee for and on behalf of A, and declared that B and her heirs should stand seised of and entitled to the said messuages upon trust for A and his heirs, and to convey the same in such manner as A or her heirs should direct. B died in 1918 leaving a will, which was duly proved by the executors therein named. By a mortgage dated the 21st July, 1925, made between A of the first part, as mortgagor, the personal representatives of B of the second part and C, as mortgagee, of the third part, the personal representatives of B at the request of A conveyed, and A as beneficial owner conveyed and confirmed, the said two messuages unto C by way of mortgage. By a receipt endorsed upon the last-mentioned mortgage, C acknowledged that he had received all principal money owing in respect of the said mortgage, the payment having been made by A. By a conveyance dated the 20th March, 1933, A as beneficial owner conveyed the said two messuages to D in fee simple. The personal representatives of B were not joined in this conveyance. D has now contracted to sell the two messuages to our client for £695. In view of the article on secret trusts contained on page 1012 of the Cumulative Supplement No. 7, 1933, of the Encyclopædia of Forms and Precedents, we are in doubt whether the legal estate in the property contracted to be sold to our client, vested on 1st January, 1926, in A by virtue of Sched. I, Pt. II, of the L.P.A., 1925, as in the present case it appears that the legal estate was not "outstanding" in the sense used in the article, as it was deliberately intended by A that it should be vested in B or his personal representatives. We shall be obliged if you will give us your opinion :—

(1) Whether our client will obtain the legal estate in fee simple in possession of the property, if he accepts a conveyance from D ?

(2) Whether you consider it necessary for the personal representatives of B to join in the conveyance in order to convey the legal estate (if any) still outstanding in them ?

(3) What you would advise to be done in order to perfect the vendor's title ?

A. Although the provisions of L.P.A., 1925, Sched. I, Pt. II, are designed "for discharging, getting in or vesting outstanding legal estates" (*ibid.*, s. 39 (2)), there is no definition in the Act of the term "outstanding," and thus nothing to show whether the provisions relate to deliberate as well as accidental standing out of legal estates. We quote the following from Williams "Contract of Sale of Land," note (z), at pp. 205 and 206 : "The terms of the above enactment (L.P.A., 1925, Sched. I, Pt. II, para. 3), the amending provisions introduced therein by the Act of 1926, and the above decisions (*Re King's Theatre, Sunderland* [1929] 1 Ch. 483, and *Peachey* v. *Young* [1929] 1 Ch. 449), all point to the conclusion that the above enactment applies to every case in which a legal estate in land is vested in a trustee upon a simple (as distinguished from a special) trust for some other person, whether expressly, or by implication of law or equity (as where land has been purchased by one in his own name, but with another's money) ; for one of the characteristics of a simple trust is the trustee's duty to convey the trust property to the *cestui que* trust at his request ; see Wms. Real Prop., 182, 191, 193, 194, 23rd ed. The legal estate in land held, on January 1, 1926, on a simple trust for joint tenants beneficially entitled vested in them : *Re King's Theatre, Sunderland* (*ubi sup.*) ; and they then held upon trust for sale . . . But where the legal estate was then held on a simple trust for tenants in common, it did not vest in them under the above enactment, but the case came under the provisions of Pt. IV of the First Schedule to the L. of P. Act, 1925 . . . It was argued (before the amending Act was passed, or the above decisions were given) that the terms of the above enactment are limited by those of s. 39 (2) of the L. of P. Act, 1925, by which Part II of the First Schedule is to have effect for discharging, getting in or vesting *outstanding* legal estates ; and it was contended that, where the legal estate in land had been purposely vested in trustees, with the intent that it should remain there, it was not outstanding on January 1, 1926, see articles by Mr. J. M. Lightwood and Mr. F. E. Farrer in 61 Law Journal 92, 433. The Act does not contain any definition of the term *outstanding*, and its meaning seems to depend on the context . . . In no case, however, can it have been more deliberately intended, that the legal estate should remain in the trustee till called for, than in *Peachy* v. *Young, ubi sup.*" The learned author continues by giving examples of cases in which he believes that the provisions in point would not apply, such as trustees for unincorporated societies, trustees for members, clubs, etc., etc. In view of the above, the replies to the specific questions are :—

(1) Yes.
(2) No.
(3) No action is necessary.

Private Street Works.

Q. 3166. A client of ours has been served with a notice under the Private Street Works Act, 1892, that the local council have resolved to sewer an unmade road which flanks our client's property, and they have assessed our client's premises with a proportion of the expense of making such sewer. Our client's house is already connected with the sewer in the road which fronts his property, so that the new sewer will not be of the slightest use to him. There are very few houses in the flank road and there does not seem any need to bring the sewer so far as our client's property. Your opinion is sought as to whether, in these circumstances, we could successfully object to the works, or at any rate, to the apportionment of part of the cost on our client's property, in pursuance of s. 7 of the Private Street Works Act. In order to preserve our client's rights, we have given notice of objection on the grounds : (1) That the proposed works are unreasonable ; (2) that the above premises ought to be excluded from the provisional apportionment on the ground that the property is already drained into the sewer in the road which fronts our client's property ; (3) that the provisional apportionment is incorrect in respect of the degree of benefit to be derived by the owner, which is nil. Is the case of *Sheffield Corporation* v. *Anderson* (1894), 64 L.J. M.C. 44, in point ?

A. The opinion is given that objection could successfully be taken, on the ground that the proposed works are unreasonable. The case of *Sheffield Corporation* v. *Anderson* (1894), 64 L.J. M.C. 44, is in point. In that case it was admitted that there was no sewer or drain, in the streets proposed to be sewered, but that the houses fronting on the streets were already drained from the back into the main sewers in Alfred-road and Brightside-lane, between which two roads the streets in question ran. The stipendiary magistrate upheld the frontagers' objection (viz., that the proposed works were unreasonable) and his decision was upheld by the Divisional Court and the Court of Appeal.

Notice to Quit Grazing Meadows.

Q. 3167. Where a farmer rents the grazing of certain meadows under a verbal agreement, and has done so for three or four years, what notice of termination is he entitled to receive ?

A. If the verbal agreement was for a letting from year to year, the tenant is entitled to a year's notice to quit, under the Agricultural Holdings Act, 1923, s. 25. If the letting was for a less period, the Act has no application and the tenant will be entitled to the notice appropriate to the tenancy, whether it be monthly or quarterly.

Liability for Outbreak of Strangles.

Q. 3168. A. & Co. are a firm of merchants, who, in the course of their trade, use horses for carting. B is a horse-dealer, who has, in the past, sold many horses to A. & Co., the arrangement being that when he has a horse which he thinks suitable for the work of A. & Co., he sends it to them on approval. No price is mentioned until it is decided whether A. & Co. will keep the horse. There is no express warranty of soundness with each horse sent on trial, but it is understood between the parties that any horse sent is sound. Some months ago B sent a horse to A. & Co. on the usual terms for trial. Within forty-eight hours of its arrival in A. & Co.'s stables, it came out with strangles. A. & Co. immediately wired B of the horse's condition, and informed him that they were at once sending it to C, a veterinary surgeon, for isolation and treatment. No reply was received to this wire, but the horse was at once sent to the veterinary surgeon. In spite of this, the disease swept through A. & Co.'s stables, and the whole of their horses were ill and two nearly died. The loss consequent on this outbreak was great, and is estimated in the neighbourhood of £50, but in view of the previous friendly relationship between the parties no claim for damages was made. C, the veterinary surgeon, now sends an account to A. & Co. for his fees in connection with the horse sent to him, and they forward it to B for payment. B refuses to pay, and states that as C received his orders from A. & Co., the latter are liable. Can A. & Co. (*a*) compel payment by B of C's account, and (*b*) make a successful claim for damages against B in respect of their pecuniary loss occasioned by the spreading of strangles to their horses ?

A. The liability of B is governed by the same considerations in each case, i.e., if B is liable to pay C's account he is also liable for general damages. Both are damages flowing from the same breach. The claim by A. & Co. must depend upon negligence, as an action in tort seems more appropriate than one based on implied warranty under the Sale of Goods Act, 1893, s. 14 (1). Further evidence is therefore required as to whether the symptoms of strangles should have been noticed by B before sending the horse. The weakness of A. & Co.'s position is that, if the symptoms were present on the horse's arrival, they should have been noticed by A. & Co. It should also be ascertained whether a horse with strangles is "unsound," as even a sound horse is liable to suffer from temporary illness. The expression "unsound" refers to a permanent or incurable condition, and the horse may still comply with the implied statutory warranty (*supra*), even if it was suffering from incipient strangles when delivered. Subject to what the veterinary evidence may disclose, it appears that A. & Co. have no claim against B. It may be that the illness was contracted in transit, or after arrival, or that the other horses contracted it from an outside source. The question does not state the fact, but it is assumed that the horse was kept and the price paid.

Notice to Quit by Sub-tenant.

Q. 3169. A landlord lets twelve acres of agricultural land to X upon terms and conditions which are not known. X sublets this land to Y upon a verbal agreement, with no conditions except as to rent and that the tenancy is to be subject to six months' notice on either side. Y applied artificial manure to the land, mowed it and is now selling the hay. Y is also depasturing sheep on it, which he has taken in at threepence per head per week, from 30th November, 1934, to 25th March, 1935. X now objects to Y mowing and selling off the hay and also to the depasturing of sheep thereon. Will you kindly give us your opinion as to whether:—

(*a*) Y can mow and sell off hay ;

(*b*) Depasture the sheep as above ;

(*c*) What notice to quit should Y give X to terminate the tenancy ?

(*d*) By the Agricultural Holdings Act, 1923, s. 25 (2) (*d*), twelve months' notice is not necessary if given by a tenant to a sub-tenant. Does this apply to a notice given by a sub-tenant to a tenant ?

A. As there were no stipulations with regard to the use of the land, e.g., whether it should be arable or pastoral, the opinion is given that :—

(*a*) Y can mow and sell off the hay, and

(*b*) Depasture the sheep ;

(*c*) Y should give X six months' notice as agreed ;

(*d*) In the absence of any provision to the contrary, the right of a tenant and sub-tenant are reciprocal. In other words, the tenant cannot require from the sub-tenant a longer notice than he (the tenant) is required to give.

Obituary.

MR. W. R. BLOOMER.

Mr. William Redding Bloomer, solicitor, head of the firm of Messrs. Redding Bloomer & Co., of Verulam Buildings, Gray's Inn, W.C., died at his home at Kensal Rise, N.W., on Saturday, 18th May, at the age of forty-five. Mr. Bloomer was admitted a solicitor in 1918.

MR. R. B. HOPKINS.

Mr. Richard Borrough Hopkins, solicitor, head of the firm of Messrs. Scatcherd Hopkins & Brighouse, of Leeds, died at his home at Roundhay on Tuesday, 21st May, at the age of seventy-six. Mr. Hopkins, who was admitted a solicitor in 1880, was the first Town Clerk of Morley, and was also Clerk to the Morley Borough Justices. He was made a Freeman of Morley in 1903.

MR. L. A. WALLEN.

Mr. Leonard Arthur Wallen, solicitor, partner in the firm of Messrs. L. A. Wallen & Jenkins, of Newport and Blaina, Mon, died at his home at Newport on Sunday, 19th May, at the age of fifty. Mr. Wallen, who was admitted a solicitor in 1910, had been in partnership with Mr. G. R. Jenkins since 1925. He had been clerk to the Nantyglo and Blaina Council for more than 20 years.

MR. F. WHITE.

Mr. Frank White, solicitor, partner in the firm of Messrs. Frank White & Williams, of Ilford, died on Thursday, 23rd May, at the age of seventy-six. Mr. White was admitted a solicitor in 1898.

To-day and Yesterday.

Legal Calendar.

27 May.—On the 27th May, 1801, Sir William Grant was appointed Master of the Rolls in the place of Sir Richard Pepper Arden. He presided in his court for more than sixteen years, during which period he proved himself "the most perfect model of judicial eloquence," and according to Bentham "an *animal sui generis* amongst lawyers and indeed amongst parliamentary men," for he was one of the few lawyers who have made a great reputation in the House of Commons, where no speaker was more easily listened to or more difficult to answer.

28 May.—Mr. Justice Gregory died at his manor of How Capel, on the 28th May, 1696, having been a judge of the King's Bench for seven years. This was his second period of judicial service, for under Charles II he had been appointed a Baron of the Exchequer while acting as Speaker of the House of Commons. He held both offices till the prorogation of the Parliament. This was in 1679, but in 1686 he fell under a cloud for giving his opinion against the dispensing power claimed by James II, and lost his place. On the Whig revolution, however, he was re-instated.

29 May.—The case of *Richardson* v. *Burnet*, heard on the 29th May, 1802, revealed a rather dismal comedy of credulity springing from the perennial confidence of the public in the quack and his remedies. The plaintiff had suffered from a skin disease and, getting impatient of the slow remedies of a regular apothecary, went to the defendant, one of whose hand-bills had come his way. For a fee of ten guineas, this gentleman, of course, prescribed him pills and an ointment to rub on his face every night. The final result was that he lost the sight of his left eye and was almost deprived of the use of his limbs. The £400 damages awarded to him by the jury were poor consolation.

30 May.—Mr. Baron Birch died on the 30th May, 1581. Thus ran his epitaph in St. Giles-in-the-Fields :—

"Interr'd the Corps of Baron Birch lies here,
Of Greyes Inn sometime, by Degree, Esquire.
In Chequer Eighteen Years a Judge he was,
Till Soule from aged Body his did passe.
Alive his wife, Eliza, doth remaine,
Of Stydefolke stocke ; one Sonne and Daughters Twaine
She bore to him : the eldest in his life,
He gave to Thomas Boyer, for his Wife.
His body sleepes till Angels Trumpe shall sound ;
God grant we all may ready then be found."

31 May.—Russell Gurney, the son of Mr. Baron Gurney, followed the profession of his father. In 1828 he was called to the Bar at the Inner Temple. Having been first Common Pleader of the City of London and then judge of the Sheriff's Court, he became Common Serjeant in 1856, and next year Recorder. This office he held for just over twenty-one years, a longer period than any of his predecessors served, with the exception of Sir William Thomson in the early eighteenth century. Owing to failing health, he resigned in 1878, three months before his death on the 31st May.

1 June.—"1725 Tuesday June 1 . . . This day at noon I went to St. James's, and being called into the King's closet, he delivered the seals to me as Lord Chancellor : and soon after I went to the council-chamber carrying the seals before him. The first thing that was done was to swear me Lord Chancellor, after which I took my place as such. The King then declared that he was going beyond sea and had appointed a regency, whose names were then declared." Thus was Lord King, Chief Justice of the Common Pleas, appointed Chancellor.

2 June.—"In the morning I received the visits of several lords and others of my friends . . . This day I surrendered my place of Chief Justice of the Common Pleas."

The Week's Personality.

Lord Chancellor King indirectly owed his promotion to the South Sea Bubble. He had been ten years Chief Justice of the Common Pleas, when financial scandals shook the Court of Chancery. The Masters had been speculating in the money of the suitors and the transactions disclosed drove the Lord Chancellor, the Earl of Macclesfield, to resign. Tried before the House of Lords, he was found guilty of corruption, but how little he was personally to blame for the practice to which he had conformed in selling offices is shown by the fact that Lord King, his successor, was allowed an increase of salary of £1,200 in consideration of the sale of offices in the Court of Chancery being adjudged illegal. Out of delicacy for the melancholy fate of his predecessor, the new Chancellor abstained from all parade on his installation. The appointment was universally approved of and though at first the niceties of the practice of his new court must have made him repent that he had exchanged "the cushion of the Common Pleas" for "the thorns of Chancery," his judgments, expressed with clarity and precision, are generally esteemed sound. To him fell the important task of re-organising the administration of his department, especially on the financial side, and in this he earned a lasting place in legal history as a judicial reformer.

No Change.

There is unhappily some justification for Lord Justice Maugham's statement before the Royal Commission on the Dispatch of Business at Common Law that "eminent lawyers, from Lord Eldon and Lord Ellenborough downwards, are often opposed to any alteration of our laws or procedure. They are accustomed to say, 'Let well alone.'" The same idea was long ago acrimoniously expressed by Fox when, speaking of Lord Chancellor Hardwicke, he said : "This I know, that touch but a cobweb of Westminster Hall and the old spider of the law is out upon you with all his younger vermin at his heels." But the highest point of legal conservatism was surely touched when Lord Chief Justice Bridgeman refused to move the Court of Common Pleas from a draughty part of Westminster Hall to a more sheltered spot, alleging, says Roger North, that "it was against Magna Carta, which says that the Common Pleas shall be held *in certo loco* or in a certain place, with which the distance of an inch from that place is inconsistent, and all the pleas would be *coram non judice*. That formal reason hindered a useful reform, which makes me think of Erasmus, who, having read somewhat of English law, said that the lawyers were *doctissimum genus indoctissimorum hominum*."

Polyglot Justice.

It is not every judge who could have done as Langton, J., did recently when, a German witness in the Divorce Court finding herself unable to express a particular phrase in English, he bade her say it to him in her own tongue. One of the most remarkable linguistic feats recorded by any of our judges was performed by Whitelocke, J., in the time of Charles I, when he was holding the Assizes at Oxford. Some distinguished foreigners having come into court while he was addressing the Grand Jury, he caused them to sit down and briefly repeated the heads of his charge for their benefit in good and elegant Latin, "and thereby informed the strangers and the scholars of the ability of our judges." He had been a scholar of St. John's and had become a fellow there. Besides Latin, he knew Greek and Hebrew. Kennedy, L.J., was credited with knowing eight languages fluently, and Lord Bramwell knew several foreign tongues. Baron Huddlestone had a complete command of French and Italian and is said to have laid the foundation of his success at the Bar by volunteering one day at the Old Bailey to interpret the evidence of an Italian witness.

Land and Estate Topics.

By J. A. MORAN.

The chief season of the year is now getting into its stride, and there is no doubt that the auctioneer's hammer will soon be very active. There is a large supply of, and big demand for, small brick and mortar securities, and it will not be long before the large rural residential estates make a big impression on the weekly programmes. The buying is mainly for investment purposes, but a large amount is inspired by speculation.

Mr. Herbert Henry Robinson, the new President of the Auctioneers' and Estate Agents' Institute, is senior partner in a well-known Liverpool firm that has been established for over thirty years. He took an active part in the negotiation of the terms for the amalgamation of the Auctioneers' Institute and the Estate Agents' Institute; and, in 1919, he was elected Chairman of the Branch Appeal Committee for the College of Estate Management and was instrumental in raising £1,000 towards the foundation of that admirable institution.

The new Chairman has never been an active politician. Golf and bowls are his favoured outdoor pastimes, and he is very fond of gardening.

Now that "vacant possession" has dropped out of announcements of houses for sale it appears to turn up now and then in unexpected quarters. For instance, a Devonshire newspaper advertises a small residence that is to be let; and apparently, as if to emphasise the fact that there is no hugger-mugger about the business, the person who takes over the tenancy is assured of "vacant possession"!

"A rule given to me by a great authority," said the Dean of Westminster at a recent Rotary luncheon, "was that every successful speaker must learn to despise his audience." Which indicates that the Dean's authority was not an auctioneer. Every member of the profession is, or thinks he is, a successful orator, and to despise his audience is sure to be the last thing that would enter his mind. What he thinks of them after the sale, is another matter.

The little house in Chelsea where Turner died is to be sold by auction next week. It is a brick building in Cheyne-walk, sunk a little below the present roadway, with an iron rail on the flat roof on which the artist often worked painting the sunrise over the Thames. He died in the room under the railing.

The College of Estate Management continues to add to its laurels. Its latest triumph arose out of the publication of the result of the Auctioneers' and Estate Agents' Institute examinations. Mr. Adkin and his assistants performed their work so well that almost every one of the big, coveted prizes went to students of the College.

My congratulations to Mr. John German on having reached his ninetieth year. This fine old English gentleman and Fellow of the Chartered Surveyors' Institution and Land Agents' Society continues to attend to his professional duties. He has occupied every important position in the Ashby-de-la-Zouch district and has been a Justice of the Peace for nearly half a century.

A lot of sentiment was mixed up with the recent announcement that part of the Perthshire lands which have been in the ownership of the family of Atholl for generations had come on the market. The truth is that the property involved was made over to the Atholl Properties Co. (Ltd.) four years ago and is now controlled by the holder of the preference shares in that company.

There is a growing disposition just now to buy, instead of rent, a cottage in the country that would be suitable for week-ends or a more extended holiday. No one who has a cottage of the kind for sale should find any difficulty in coming in contact with a buyer.

As occupiers, as a rule, are dependent on wood for heating purposes it might be well to offer a few words of advice. Oak logs are best for burning, since they give out a good heat and do not burn away too quickly. Pine and fir light more easily, but they should not be used where rugs or carpets come near the fire, since the turpentine in them causes sparks to be thrown out. Logs should be about 12 ins. by 4 ins.; and to make the fire, lay some paper in the usual way, throw some "sticks" over this, and then place half a dozen logs in an upright position, on top of the foundation.

Notes of Cases.

House of Lords.

Woolmington *v.* Director of Public Prosecutions.

Before The Lord Chancellor, the Lord Chief Justice, Lord Atkin, Lord Tomlin and Lord Wright.
3rd April and 23rd May, 1935.

Murder—Conviction—Appeal—Incidence of Burden of Proof—Criminal Appeal Act, 1907, s. 4.

In this case their lordships gave their reasons for allowing the appeal and quashing the conviction of Reginald Woolmington, age twenty-one, a farm labourer, of Castleton, Somerset, who appealed from the judgment of the Court of Criminal Appeal given on 18th March last dismissing his appeal against his conviction at Bristol Assizes before Swift, J., of the murder, by shooting her, of his wife on 10th December, 1934. The appeal was heard pursuant to the fiat of the Attorney-General that the appeal involved a point of law of exceptional public importance in connection with the burden of proof in criminal cases, namely, the incidence of the burden of proof in charges of murder. At the conclusion of the hearing of the appeal on 3rd April last the Lord Chancellor announced that the appeal would be allowed and the conviction quashed. Their lordships, he added, would give their reasons later.

The Lord Chancellor, in giving his reasons for allowing the appeal, said that Woolmington appealed substantially on the ground that the judge had misdirected the jury by telling them that he was presumed in law to be guilty unless he could satisfy the jury that the wife's death was due to an accident. The Court of Criminal Appeal, on 8th March, dismissed the appeal. The Court said "it may be that it would have been better had the judge who tried the case said to the jury that if they entertained reasonable doubt whether they could accept his explanation they should either acquit him altogether or convict him of manslaughter only; but relying on s. 4 (1) of the Criminal Appeal Act, 1907, which provided that the court might, notwithstanding that they were of opinion that the point raised on the appeal might be decided in favour of the appellant, dismiss the appeal if they considered that no substantial miscarriage of justice had actually occurred, they dismissed the appeal. It was true, as stated by the Court of Criminal Appeal, that there was apparent authority for the law laid down by the judge, but the House had the advantage of a prolonged and exhaustive inquiry from the earliest times, but he (his lordship) did not think it necessary to go farther back than "Foster's Crown Law" (1762). No matter what the charge or where the trial, the principle that the prosecution must prove the guilt of the prisoner was part of the common law of England and no attempt to whittle it down could be entertained. It was not the law of England to say that if the Crown satisfy you that this woman died at the prisoner's hands then he has to show that there are circumstances to be found in the evidence which alleviate the crime so that it is only manslaughter or which excuse the homicide altogether by showing it was a pure accident. If the proposition laid down by Sir Michael Foster (p. 255) and in *R.* v. *Greenacre* (1837), 8 C. & P. 355, meant that then those authorities were wrong. The House was asked to follow and apply s. 4 of the Criminal Appeal Act, 1907

There was no doubt that there was ample jurisdiction to apply the proviso in a case of murder. The Act made no distinction between a capital case and any other case, but they thought it impossible to apply it in the present case. They could not say that if the jury had been properly directed they would have come to the same conclusion. In the result they declined to apply the proviso and ordered the appeal to be allowed and the conviction quashed.

The other noble and learned lords concurred.

COUNSEL: *T. J. O'Connor*, K.C., and *J. D. Casswell*; *J. G. Trapnell*, K.C., and *Reginald Knight*; *Director of Public Prosecutions*.

SOLICITORS: *C. Butcher & Simon Burns*, for *Clarke, Willmot and Clarke*, Taunton; *Director of Public Prosecutions*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

Investment Trust Corporation Ltd. *v.* Singapore Traction Co. Ltd.

Lord Hanworth, M.R., Romer and Maugham, L.JJ.
30th April and 1st May, 1935.

COMPANY—MANAGEMENT BY ANOTHER COMPANY—"MANAGEMENT SHARE"—COMPLETE CONTROL—SHARE OF PROFITS—DETERMINATION OF MANAGEMENT—PAYMENT—ISSUE OF DEBENTURE STOCK—WHETHER AGREEMENT *Ultra Vires*.

Appeal from a decision of Eve, J.

In 1925 the defendant company was promoted by the S.E.C. Company with £400,000 capital in £1 shares, one of these being allotted to the S.E.C. Company as a management share which entitled them to a majority on a poll of the shareholders in general meeting, and to a share of surplus profits in a winding-up. The companies agreed in return for half the profits of the defendant company to conduct its whole management. For some years this proved profitable to both, but in 1934 the articles and directorate of the S.E.C. Company were changed and its head office was removed from London to Shanghai. After negotiations it was agreed that the S.E.C. Company should surrender its management share together with all its interests in the defendant company for £100,000, to be raised by the defendant company by the issue of debenture stock to the extent of £250,000. The S.E.C. Company was to have also the use of part of the proceeds of the issue. This agreement having been approved in general meetings, the plaintiff company, who were large shareholders in the defendant company, raised the question of its validity. Eve, J., granted an injunction restraining the defendant company from entering into any agreement to pay the S.E.C. Company any capital sum as compensation for loss of office as managers.

Lord HANWORTH, M.R., allowing the appeal, said that this was an honest business arrangement. It had been objected that it was proposed to find the money by borrowing on debentures and that the arrangement fell within *Bury* v. *Famatina Development Corporation* [1910] A.C. 439. But no principle laid down in that case was transgressed by this arrangement.

ROMER and MAUGHAM, L.JJ., agreed.

COUNSEL: *Simonds*, K.C., and *Gordon Brown*; *Christie*, K.C., and *J. G. Strangman*; *L. Cohen*, K.C., and *Andrewes-Uthwatt*.

SOLICITORS: *Slaughter & May*; *Allen & Overy*; *Linklaters & Paines*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

INLAND REVENUE *v.* DUKE OF WESTMINSTER.

In the report of the above case which appeared at p. 362 of our issue of the 18th May, we regret the omission of the name of Mr. W. Cleveland-Stevens, K.C., as one of the Counsel appearing for the Duke of Westminster.

High Court—King's Bench Division.

Kimber & Co. *v.* Inland Revenue Commissioners.

Finlay, J. 11th April, 1935.

REVENUE—STAMP DUTY—SALE OF LAND—CONVEYANCE—CONDITIONAL CONTRACT FOR ERECTION OF HOUSE—TWO SEPARATE TRANSACTIONS—STAMP DUTY PAYABLE ON PRICE OF LAND ONLY.

On the 1st April a deed of conveyance, dated the 4th March, 1935, of a piece of land, the purchase price being £500, was presented by the appellants to the Commissioners of Inland Revenue for their opinion as to the stamp duty with which the instrument was chargeable. The deed contained a statement certifying that the transaction thereby effected did not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeded £500. With the conveyance the appellants also submitted for the information of the Commissioners three contracts between the same parties, each dated the 28th January, 1935. The first was a contract for the sale of the piece of land referred to in the conveyance for £500. The second was a contract for the building of a house on the plot by the vendors for £1,350, payable by instalments. The third was a deed of charge. At the date of the conveyance the house was partly erected on the land. The Commissioners were of opinion that the instrument was a conveyance on sale of property, that there was a single transaction between vendors and purchaser for the sale of a plot of land and house thereon, and that under the relevant statutory provisions the £1,350 payable under the building contract must be deemed part of the consideration in respect whereof the conveyance was chargeable with *ad valorem* duty. The Commissioners accordingly assessed the duty payable in respect of the conveyance at £18 10s.—being 10s. for every £50 of £1,850 (the aggregate of the £500 and the £1,350 referred to in the contract for sale and the building contract) as representing the amount or value of the consideration for the sale in accordance with the head of charge "Conveyance or Transfer on Sale of any Property" in the First Schedule of the Stamp Act, 1891, and s. 73 of the Finance Act, 1910. The appellants contended that the conveyance was a conveyance on sale of land only, and that the amount of the consideration was the £500; that the transaction did not form part of a larger transaction; and that the duty payable in respect of the conveyance was £2 10s. only.

FINLAY, J., said that the true point was, what was the real consideration for the conveyance? Was it £500, as it was expressed to be, or was it something else? The Crown alleged that the two contracts—the sale of the land and the building of the house—were completely interlaced; that though there were two contracts the transaction was really one. The appellants, on the other hand, said that these were two separate and distinct contracts. Having examined the documents his lordship said that he did not think it was all one transaction. He thought that there were two transactions expressed in two different documents, one being conditional on the other. There was a contract for the sale of the land, and there was a contract to build a house, and the conveyance representing one of those transactions was stampable only by reference to the consideration, in this case £500, with reference to the sale of the plot of land. The result was that the conveyance was chargeable with the duty of £2 10s.

COUNSEL: *J. M. Gover*, K.C., and *W. E. Vernon*, for the Appellants; *The Attorney-General* (Sir Thomas Inskip, K.C.) and *J. H. Stamp*, for the Crown.

SOLICITORS: *Kimbers, Williams, Sweetland & Stinson*; *Solicitor of Inland Revenue*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Maritime Insurance Co., Ltd. *v.* **Assecuranz Union Von 1865.**

Goddard, J. 1st May, 1935.

INSURANCE—ENGLISH COMPANY—REINSURANCE BUSINESS—CONTRACT ACCEPTED BY GERMAN COMPANY—NO POLICY—CONTRACT UNSTAMPED—LIQUIDATION OF GERMAN COMPANY—REINSURANCE CONTRACT GOVERNED BY ENGLISH LAW—CONTRACT VOID.

This was an appeal by Assecuranz Union von 1865, a German company, on an award in the form of a special case which raised the question whether English law or German law applied to a contract of reinsurance.

In 1926 the respondents, Maritime Insurance Co., Limited, an English company engaged in marine insurance, were desirous of effecting reinsurances and eventually, through a chain of brokers, a firm of brokers in Hamburg, Messrs. Bleichroder, offered the business to the appellants, who accepted it. A contract was prepared in English and was signed by the respondents in Liverpool on the 9th March, 1927, and by the appellants in Hamburg on the 21st March, 1927. The contract was not stamped as required under the Stamp Act, 1891, and the Marine Insurance Act, but was signed over a 6d. adhesive stamp. In 1931 the appellants went into liquidation. A balance of £4,594 13s. 9d. was then outstanding in favour of the respondents, and the respondents claimed for that sum in the liquidation. The point was then taken that the contract was governed by English law and was unenforceable because it was not in the form of a policy and stamped as required by English law. The dispute was referred to arbitration, and the arbitrators decided in favour of the respondents. They held that the contract was made in Germany, and was to be wholly performed in Germany, and that it was governed by German law. The question left for the opinion of the Court was whether the decision that the respondents could recover was correct.

GODDARD, J., said that the really important matter in the case was the absence of a policy. Had the contract been in the form of a policy the stamp difficulty could have been got over on payment of the penalty under s. 95 (2) of the Stamp Act, 1891. In deciding the law applicable to the contract, however, one must look at the contract itself, and in it there were provisions which, he thought, were decisive. The terms of the reinsurance policies were to be the same as those of the original policies, which presumably were ordinary English policies governed by English law. The reinsurers agreed to bear the cost of stamping reinsurance policies, which implied that they were to be policies under English law, by which a stamp was required. The arbitration was to take place in London and the umpire was to be appointed by the chairman of the Institute of London underwriters. He thought that the arbitration clause really amounted to saying that the English courts should have jurisdiction. The contract must be governed by English law, and the question raised by the arbitrators must be answered by saying that the English company could not recover anything from the German company.

COUNSEL: *A. T. Miller*, K.C., and *Harry Atkins* for the appellants; *Sir Robert Aske*, K.C., and *W. L. McNair* for the respondents.

SOLICITORS: *Alfred Bright and Sons; Constant and Constant.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Derbyshire Territorial Army Association *v.* **South-East Derbyshire Assessment Committee.**

Lord Hewart, C.J., Avory and Branson, JJ.
13th May, 1935.

RATING—TERRITORIAL ARMY DRILL HALL—USE FOR MILITARY PURPOSES—OCCASIONAL DANCES—TO STIMULATE RECRUITING — HALL NOT RATEABLE — RATING AND VALUATION ACT, 1925 (15 & 16 Geo. 5, c. 90), s. 64 (3).

This was an appeal, by case stated, by the South-East Derbyshire Assessment Committee from a decision of the Derbyshire Quarter Sessions, who had allowed an appeal by the Derbyshire Territorial Army Association from a decision of the Assessment Committee disallowing a proposal by the association for the amendment of the valuation list by deleting the assessment of a hereditament known as the Drill Hall, Ilkeston, on the ground that the property was not rateable as being used exclusively for military purposes. On the hearing of the appeal to quarter sessions the following facts were proved or admitted: The Derbyshire Territorial Army Association was constituted under the Territorial and Reserve Forces Act, 1907. In 1929, the association purchased a piece of land at Ilkeston and erected thereon a drill hall and premises for the use of B Company, 5th Territorial Battalion of the Sherwood Foresters. The hall was erected for and was used regularly for military purposes. Since 1930 the officer commanding the local company had organised dances at the hall which were held on Saturday in each week during the winter months. Those dances were publicly advertised up to, but not after, 1932. Members of the local company, with their wives and fiancées, were admitted free, and the public on payment of 6d. a head. On the part of the association it was contended: (1) that the hereditament was occupied by servants of the Crown exclusively for Crown purposes; (2) that the hereditament was not properly rateable in respect of the use for the purpose of the above dances by reason of the Rating and Valuation Act, 1925, s. 64 (3), and regulation 904 of the Territorial Army Regulations, 1929, made under the authority of the Territorial and Reserve Forces Act, 1907; (3) that the use for the purposes of the above dances was a use for military purposes, by reason of the fact that the purpose of the dances was to keep the men of the company together during the winter months and to stimulate recruiting. On the part of the assessment committee it was contended: (1) that the hereditament was not occupied by the servants of the Crown exclusively for Crown purposes; and (2) that the hereditament was properly rateable in respect of the use of the dances. Quarter sessions were of opinion that the premises were exclusively used for military purposes and were therefore not rateable. The assessment committee appealed.

Lord HEWART, C.J., said that it appeared to him that the conclusion arrived at by the court of quarter sessions could not only be supported but was manifestly correct. Appeal dismissed.

AVORY and BRANSON, JJ., gave judgments to the same effect.

COUNSEL: *R. M. Montgomery*, K.C., and *A. M. Trustram Eve*, K.C., for the appellants; *Wilfrid Lewis* and *Eric Cuddon* for the respondents.

SOLICITORS: *Sharpe, Pritchard and Co.*, for *E. I. E. Williams*, Town Clerk, Ilkeston; *the Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Square *v.* **Square (otherwise Bewicke) (Cowan intervening); Cowan (otherwise Youell)** *v.* **Cowan.**

Langton, J. 17th April, 1935.

NULLITY—IRREGULAR SCOTTISH MARRIAGE—PROMISE OF MARRIAGE—MUTUAL SIGNED DECLARATION—TWENTY-ONE DAYS' RESIDENCE IN SCOTLAND BY PARTIES, ONE OF WHOM, THE WOMAN, HAVING SCOTTISH DOMICIL—SUBSEQUENT MATRIMONIAL COHABITATION—SUBSEQUENT MARRIAGE OF WOMAN IN ENGLAND—DIVORCE PROCEEDINGS BY MAN, COUNTERED BY "JACTITATION" SUIT IN SCOTLAND BY WOMAN—COMPROMISE AND DISCONTINUANCE OF ALL PROCEEDINGS—ADMISSION BY MAN IN MINUTE NOT MADE RULE OF COURT THAT THERE WAS NO VALID SCOTTISH MARRIAGE—SUBSEQUENT MARRIAGE BY MAN—NULLITY

PROCEEDINGS BY WOMAN'S "HUSBAND" AND MAN'S "WIFE"—QUESTION OF ESTOPPEL—COSTS.

These two nullity suits, on the ground of a previous Scottish irregular marriage subsisting between the respective respondents, raised an interesting question on estoppel. The facts and arguments appear sufficiently from the judgment.

LANGTON, J., in the course of giving judgment, said that although tried together the actions were quite distinct. The facts, he thought, could best be followed by tracing throughout the matrimonial history of Mrs. Square (the respondent). Her domicil of origin was Scottish. In 1909 she married a man named Bewicke. He died in 1911. In 1912 the respondent, having resumed Scottish domicil, received a proposal of marriage from Mr. A. M. Cowan, which (owing to previous unhappiness in married life) she refused, but agreed to go and did live with him as his mistress. On 25th July, 1912, in the Isle of Arran, when both parties had been resident in Scotland for over three weeks, Mr. Cowan persuaded the respondent to sign and countersign a declaration as follows: "I hereby swear solemnly to take —— to be my lawful wedded wife (or husband) until death do us part." In 1914 the respondent and Mr. Square met and became deeply enamoured of one another, and the respondent announced to Mr. Square that she was not the wife but only the mistress of Mr. Cowan. On 15th May, 1915, Mr. Square married the respondent at the Register Office, Thanet, and it was that marriage which Mr. Square was now seeking to be declared void on the ground of the previous marriage of the respondent to Mr. Cowan. The marriage of 1915 was kept secret from Mr. Cowan until 1920, when the parties told him of it, with the result that Mr. Cowan filed a petition for divorce from his marriage in the Isle of Arran, citing Mr. Square as co-respondent. The respondent countered this by an action in the Scottish courts for a "declaration of putting to silence" Mr. Cowan on the subject of the Scottish marriage. Mr. Cowan, finding himself in difficulties with regard to evidence, sought to withdraw from the position. A joint minute was drawn up between the parties in the Scottish proceedings whereby Mr. Cowan withdrew his defence and admitted that no marriage, either by consent *de præsenti*, or by habit and repute, or otherwise, took place between the parties. By cl. 5 of the minute "both parties agree to undertake in the future not to maintain that a marriage has at any time subsisted between them." The minute was signed not only by the respondent and Mr. Cowan but also by Mr. Square, who had been made a party to the proceedings, both as curator and administrator of his wife, and also "for his own interest in the premises." In accordance with the agreement in the minute the court on 29th June, 1920, dismissed the action, and it was important to observe that that formality conferred no judicial power on the agreement such as could have founded an estoppel by judgment. Mr. Cowan, also discontinued, in accordance with the agreement between the parties, his petition for divorce in England, and, being satisfied that he was not married to the respondent on 7th January, 1921, married a widow named Mrs. Ada Youell, which marriage formed the subject of the second petition. In 1934 Mr. Square, having tired of the companionship of the respondent, filed a petition for nullity on the ground of the respondent's Scottish marriage to Mr. Cowan. Her answer was two-fold: first, that there was no Scottish marriage; and, secondly, if there was a marriage Mr. Square could not be heard to assert it, because he was estopped by his conduct towards the respondent from asserting a fact which he had already formally denied by pleas in court, as also by living with her as her husband for five years in secret and openly for another fourteen years. On the question of the Scottish marriage, on the evidence he (his lordship) could entertain no doubt whatever. Further, when the facts were viewed as a whole they were far from supporting an estoppel as against Mr. Square—on the authority of *Compania Naviera Vascongada* v. *Churchill and Sim* [1906] 1 K.B. 237, per Channell, J., and *Nippon Menkwa Kabushiki Kaisha* v. *Dawson's Bank Limited* (1935), 51 Lloyd's List Rep. 147, per Lord Russell of Killowen, at p. 150, there was no estoppel. Mr. Square did not make the statement in his own suit for divorce that he had married Mrs. Square with the intention that she should act on the faith of the statement. If two people with the same sources of information asserted the same truth, or agreed to assert the same falsehood at the same time, neither could be estopped as against one another from asserting differently at a later time. When, as in the present case, the party claiming the estoppel had in fact better information than the other party, that proposition would seem to be *a fortiori*. There would be a decree *nisi* of nullity on both petitions, with no order for costs on the first petition, but the petitioner would have her costs in the second petition.

COUNSEL: *Doughty*, K.C., and *Bush James*, for Mr. Square; *Bayford*, K.C., and *Walter Frampton*, for Mrs. Cowan; *F. L. C. Hodson*, for Mrs. Square and Mr. Cowan.

SOLICITORS: *Withers & Co.; Tippetts; Durrant Cooper and Hambling.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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Books Received.

The Principles and Practice of Solicitors' Accounts. By W. Holland, Incorporated Accountant. 1935. Demy 8vo. pp. xii and 74. London: Gee & Co. (Publishers), Ltd. 4s. net.

Notes on Bankruptcy Practice and Procedure. By J. F. Weaving, Staff Clerk, Birmingham County Court. 1935. Crown 8vo. pp. viii and (with Index) 61. London, Liverpool and Birmingham: The Solicitors' Law Stationery Society, Ltd. 3s. 6d. net.

International Survey of Legal Decisions on Labour Law. 1933. (Ninth Year.) Royal 8vo. pp. xlvii and (with Index) 322. Geneva: League of Nations International Labour Office. 12s. 6d. net.

Parliamentary News.

Progress of Bills.

House of Lords.

Bridgwater Corporation Bill.
Read Second Time. [28th May.

Camborne Water Bill.
Read Second Time. [29th May.

Diseases of Animals Bill.
Reported without Amendment. [28th May.

Hertfordshire County Council Bill.
Reported, with Amendments. [23rd May.

Law Reform (Miscellaneous Provisions) Bill.
Read First Time. [29th May.

Life Peers Bill.
Withdrawn. [29th May.

London and North Eastern Railway Bill.
Read First Time. [28th May.

London Building Act (Amendment) Bill.
Read Third Time. [28th May.

London County Council (General Powers) Bill.
Read Third Time. [29th May.

Ministry of Health Provisional Orders (Leigh Joint Hospital District) Bill.
Read First Time. [28th May.

Northern Ireland Land Purchase (Winding-up) Bill.
Reported, without Amendment. [28th May.

Nottingham Corporation Bill.
Read Third Time. [22nd May.

Port of London Bill.
Read Third Time. [28th May.

Portsmouth Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [28th May.

Restriction of Ribbon Development Bill.
In Committee. [29th May.

Ross and Cromarty (Dornie Bridge) Order Confirmation Bill.
Considered on Report. [28th May.

Sheffield Corporation (Tramways) Provisional Order Bill.
Read First Time. [28th May.

South Essex Waterworks Bill.
Read First Time. [28th May.

Southern Railway Bill.
Read First Time. [28th May.

Stourbridge Navigation Bill.
Read Third Time. [22nd May.

Swansea and District Transport Bill.
Reported, with Amendments. [28th May.

Unemployment Assistance (Temporary Provisions) (No. 2) Bill.
Read First Time. [28th May.

House of Commons.

Frimley and Farnborough District Water Bill.
Reported, with Amendments. [23rd May.

Government of India Bill.
Amendments Considered. [28th May.

Housing Bill.
Read Third Time. [29th May.

Ipswich Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [27th May.

London and North Eastern Railway Bill.
Read Third Time. [27th May.

London Building Act (Amendment) Bill.
Read First Time. [28th May.

London Passenger Transport Board Bill.
Reported, with Amendments. [23rd May.

Marriages Provisional Order Bill.
Read Second Time. [29th May.

Metropolitan Water Board Bill.
Read Third Time. [29th May.

Ministry of Health Provisional Order (East Surrey Water) Bill.
Read Second Time. [29th May.

Ministry of Health Provisional Order (Harpenden Water) Bill.
Read Second Time. [29th May.

Ministry of Health Provisional Order (Leigh Joint Hospital District) Bill.
Read Third Time. [24th May.

Ministry of Health Provisional Order (Monks and Princes Risborough Water) Bill.
Read Second Time. [29th May.

Ministry of Health Provisional Order (Rainham Water) Bill.
Read Second Time. [29th May.

Ministry of Health Provisional Order (South Oxfordshire Water) Bill.
Read Second Time. [29th May.

National Health Insurance and Contributory Pensions Bill.
Read First Time. [23rd May.

Nottingham Corporation Bill.
Read First Time. [23rd May.

Peace Bill.
Read First Time. [23rd May.

Port of London Bill.
Read First Time. [28th May.

Portsmouth Corporation (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [24th May.

Renfrewshire County Council (Lochwinnoch, etc.) Water Order Confirmation Bill.
Read Third Time. [23rd May.

Sheffield Corporation (Tramways) Provisional Order Bill.
Read Third Time. [24th May.

South Essex Waterworks Bill.
Read Third Time. [28th May.

Southern Railway Bill.
Read Third Time. [27th May.

Stirlingshire and Falkirk Water Order Confirmation Bill.
Read Third Time. [23rd May.

Stoke-on-Trent Corporation Bill.
Read Second Time. [23rd May.

Stourbridge Navigation Bill.
Read First Time. [23rd May.

Superannuation Bill.
Amendment agreed to. [29th May.

Unemployment Assistance (Temporary Provisions) (No. 2) Bill.
Read Third Time. [24th May.

Urmston Urban District Council Bill.
Read Second Time. [27th May.

Questions to Ministers.

POOR PRISONERS DEFENCE ACT.

Mr. A. BEVAN asked the Home Secretary how many legal aid certificates under the Poor Prisoners Defence Act of 1930 were issued by the courts of summary jurisdiction of Great Britain during the last year for which records are available ?

Sir J. GILMOUR : The number of legal aid certificates granted by magistrates during 1933 was 655. [29th May.

Societies.

The Clarke Hall Fellowship.

THE TREATMENT OF THE YOUNG OFFENDER.

Lord Hewart delivered the second Clarke Hall Lecture at Gray's Inn on the 24th May, taking as his subject "The Treatment of the Young Offender." Among the good reasons, he said, why the young offender should receive special treatment was that the younger the offender, the more hope there might reasonably be for his reformation and the better the prospects of it. Young offenders often suffered from far greater confusion of motive and found it more difficult to distinguish between right and wrong than adults. The conscience of a boy who had been brought up in a difficult or unhappy home might lead to fruitless or errant decisions. Young offenders tended to suffer from unusual sensitiveness, and were more readily affected by the company they kept. The horrors of unemployment bore with special hardship upon a boy or girl who had just left school. Since a minor was disregarded as a suitor, it was a matter of *noblesse oblige* that the State should exercise a special care over his interests when he was the object of a criminal charge. Towards a young offender who had been denied the ordinary influence of a good home, the State must needs assume a paternal attitude. Nearly every offender, however old and hard, was once a defendant in a juvenile court. If the young offender were rightly understood and wisely handled, many human lives might be reclaimed from waste and many crimes of an idle manhood might be averted. The most highly skilled attention must be given to the needs of the novice in crime, or the present increase in juvenile offenders of to-day would be reflected in an increase of adult recidivists during 1950 and 1960. Some of the youngsters who came within the clutch of the criminal law had courage and initiative which, rightly developed, might well fit them to take the places of those who had been killed in the war.

On the other hand, Lord Hewart warned magistrates and judges against misplaced leniency in the treatment of the young offender merely because he was young. Justice should be tempered with mercy, but ought it, he asked, to be watered with pity ? Nothing was more fatal to the recovery of a youngster from a bad start than a prevailing belief that he had been unlucky and was to be pitied rather than punished. To deal intelligently and effectively with the young offender was to ascertain the cause of the default, to weigh the possibilities of the defaulter, to examine his circumstances, and, if possible, to prescribe a treatment that would make the best use of all his possibilities. Only after a fair appreciation of the ways that had led the offender to the criminal court was it possible rightly to point out a better road for the future. Human lives and circumstances were infinitely various, and of two brothers under the same stress and temptations, one grew to be an honest worker and the other to be a criminal. The young offender was a boy whose character or temperament had been badly adjusted to his environment. The present demand for a higher standard of life meant that the earning capacity of the boy was always behind the cost of the life which he thought he was impelled to lead and the earlier ethic of reward and punishment had been kicked away by an impatient generation with a higher ideal. This higher ideal was, however, taught to a limited number only, and for many the old foundation had probably been taken away too soon.

The juvenile courts, an expression of the general scepticism of the adequacy of deterrence, were not primarily concerned with the weighing up of punishment that could in some curious way be measured as equivalent to the gravity of the crime. They were more and more, in their wisdom and vision, trying to diagnose the condition of the offender, to detect his weakness and possibilities, and prescribe the appropriate form of treatment. The offender must be studied as closely as his crime. The police force in the area where he lived could give a valuable outline of his career. Police officers gave invaluable service by the accuracy and impartiality with which they testified to a person's character. The court also required information from the educational authority and from probation officers. Child guidance clinics might do useful work, but the modern type of psychology was not yet sufficiently tried to make it absolutely reliable. A certain number of young offenders must necessarily be detained while inquiries were being made into the case, and the local authorities had the duty of providing a remand home, in order to keep him or her in custody. Beyond this fundamental duty lay the more difficult one of closely examining and observing the character and temperament of the young person. The practical difficulty in the way was the smallness of the numbers in the remand home of any particular local authority, a difficulty which might be met by the co-operation of several authorities in establishing a central remand home. The magistrates who were chosen to serve in the juvenile courts should be those most competent to understand the mind of the young and discern the right aim of correction, stimulus and guidance. Such justices devoted much time and thought to their duties, anxious to hear all that could be told them of the facts of the offence and the character of the offender, with careful observation and without haste. They performed a great social service. It might be preferred that young offenders in the juvenile courts should be dealt with by parents rather than by grandparents, for the outlook of the parents was more likely to be practical and less likely to be sentimental. To allow the busy parent of lesser age to sit in these courts, it might be necessary to hold them at 6 o'clock in the evening rather than at 2 o'clock in the afternoon. It would then be easier for both parents to attend and for school teacher, club leader, and scoutmaster to come and give their views. The right-hand man of the juvenile court was the probation officer, and, rightly used, probation could save thousands of offenders every year from a repetition of their crime. Even old backsliders had been put on probation with success, but it could be used excessively. When it failed, there ought to be strong reason before the offender was placed on probation again.

The alternative was transfer to a residential school. The authorities now decided according to the circumstances of each offender the appropriate school where he should receive training. The method might result in a final degree of classification which, in its turn, should reduce to a minimum the chances of contamination. Of the offenders sent to them, the proportion who afterwards made good was as high as 84 per cent. The birch should be imposed rarely and with great discrimination, and never as a vindictive expression of revenge. For the adolescent offender between seventeen and twenty-one, who presented specially difficult problems, probation was the first remedy. If this failed, prison was probably, for many reasons, a bad destination for him. The country had now had twenty-seven years' experience of Borstal training, which represented a thoughtful and determined effort to re-educate the incipient criminal. The life was a hard and industrious programme of training, each day containing sixteen hours of effort and occupation. From its original basis of prison discipline and prison methods, the training had become educational and the institutions were now schools of character building. The deterrent power of punishment had not nearly so great an effect upon the juvenile offender as upon the adult. It was hard to conceive anything more offensive to any notion of common decency than the belief that the State should seek to deter its adult citizens from crime by pointing to the sufferings which it inflicted upon young offenders. The problem was one of goodwill and of readiness to take a little personal trouble.

Gray's Inn.

GRAND DAY.

Thursday, the 23rd May, being the Grand Day of Easter Term at Gray's Inn, the Treasurer (Master Bernard Campion, K.C.) and the Masters of the Bench, entertained at Dinner the following guests : His Excellency The American Ambassador (Mr. B. W. Bingham), The Most Hon. The Marquess of Exeter, C.M.G., The Right Hon. Lord Eustace Percy, M.P., The Lord Chief Justice of England (The Right Hon. Lord Hewart), The Chairman of the London County Council (The Right Hon. Lord Snell, C.B.E.), The Right Hon. Sir Austen Chamberlain, K.G., M.P., The Governor of the Bank of England (The Right Hon. Montagu Norman, D.S.O.), The Very Rev. W. R. Inge, K.C.V.O., D.D., The Treasurer of the Hon. Society of Lincoln's Inn (Sir Felix Cassel, Bart., K.C.), The President of the Royal College of Surgeons (Sir Holburt Waring, Bart., C.B.E.), Sir Francis Taylor, G.B.E., K.C., Sir Giles Gilbert Scott, R.A., The Master of Marlborough (Mr. G. C. Turner, M.C.).

The Benchers present, in addition to the Treasurer, were The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., The Right Hon. Lord Atkin, The Right Hon. Sir William Byrne, K.C.V.O., C.B., Sir Montagu Sharpe, K.C., Sir Cecil

Walsh, K.C., Mr. R. E. Dummett, The Right Hon. Lord Thankerton, The Right Hon. Lord Greenwood, K.C., Mr. James Whitehead, K.C., Mr. R. Storry Deans, The Hon. Mr. Justice Hilbery, Mr. Noel Middleton, Mr. N. L. C. Macaskie, K.C., Mr. W. Trevor Watson, K.C., Sir Albion Richardson, C.B.E., K.C., with the Preacher (The Rev. Canon F. B. Ottley, M.A.).

The Law Society.

NOTICE.

The annual general meeting of the members of The Law Society will be held in the Hall of the Society on Friday, 5th July, at 2 p.m. The following are the names of the members of the Council retiring by rotation: Mr. Botterell, Mr. Crocker, Mr. Curtis, Mr. Foster, Mr. Garrett, Mr. Gillett, Mr. Haldane, Sir Dennis Herbert, Mr. Holme, Col. MacKenzie Smith. So far as is known, they will be nominated for re-election. There are two other vacancies caused by the resignations of Mr. George Dudley Colclough and Mr. Henry Thomas Alexander Dashwood.

Rules and Orders.

THE SUPREME COURT FUNDS (No. 2) PROVISIONAL RULES, 1935. DATED MAY 17, 1935.

I, the Right Honourable John Viscount Sankey, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, and in pursuance of the powers contained in section 146 of the Supreme Court of Judicature (Consolidation) Act, 1925,* and every other power enabling me in this behalf, propose to make the following Rules :—

1. In these Rules a Rule referred to by number means the Rule so numbered in the Supreme Court Funds Rules, 1927,† as amended.‡

2. Rule 44 shall be revoked and the following Rule shall be substituted therefor and shall stand as Rule 44 :—

"44.—(1) When money has been lodged in satisfaction of a claim under Order XXII of the Rules of the Supreme Court, and when and so far as money lodged under Order XIV has been appropriated in the manner provided in the last preceding Rule, payment shall be made by the Accountant-General to the person in satisfaction of whose claim it has been lodged, or to the person otherwise entitled thereto, or, on the written authority of either such person respectively, to his solicitor, upon receipt of a notification that the plaintiff accepts the sum lodged in satisfaction, and that due notice has been given of such acceptance, within the time limited by Order XXII, Rule 2, and upon a request or authority for payment of the same; such notification and request or authority to be in the Form No. 35, 36 or 37, or as nearly may be:

Provided that no payment shall be made under this Rule in any case (*a*) where an Order has been received restraining such payment, or (*b*) where a defence of tender before action has been pleaded, or (*c*) where money has been lodged by one or more of several defendants, or (*d*) where the claim is made (i) under the Fatal Accidents Acts 1846 to 1908 by or for the benefit of the widow of the person killed, or (ii) by or for the benefit of an infant or a person of unsound mind.

(2) When a request is made for payment of money lodged in Court on a notice, the original receipt and notice must, whenever so required, be produced at the Pay Office.

(3) When securities have been lodged under the authority of—

(*a*) a Warrant of the Board of Trade in pursuance of—
(i) the Assurance Companies Act, 1909; or
(ii) the Road Traffic Act, 1930; or

(*b*) a Warrant of the Industrial Assurance Commissioner in pursuance of the Industrial Assurance Act, 1923; or

(*c*) a Certificate of the Board of Trade in pursuance of the Workmen's Compensation (Coal Mines) Act, 1934, and Rules made thereunder;

payment of the interest or dividends on such securities shall be made by the Accountant-General to the Company, Society, Association, or person in whose name the deposit has been made upon a request in the Form No. 37A or No. 37B, as the case may be."

3. The following paragraph shall be added to Rule 45 and shall stand as paragraph (5) of that Rule :—

"(5) Where money is lodged in proceedings under section 84 of the Law of Property Act, 1925, directions in writing under the signature of an Official Arbitrator and countersigned by the secretary to the Reference Committee in accordance with Form No. 32 shall be sufficient authority to the Accountant-General to make the payments therein directed."

4. The following paragraph shall be added to Rule 74 and shall stand as paragraph (*h*) of that Rule :—

"(*h*) When lodged in proceedings under section 84 of the Law of Property Act, 1925".

5. These Rules may be cited as the Supreme Court Funds (No. 2) Provisional Rules, 1935, and the Supreme Court Funds Rules, 1927, as amended, shall have effect as further amended by these Rules.

And I, the said John Viscount Sankey, Lord High Chancellor of Great Britain, with the same concurrence as aforesaid, hereby certify that on account of urgency these Rules should come into immediate operation and hereby make the said Rules to come into operation forthwith as Provisional Rules.

Dated the 17th day of May, 1935.

Sankey, C.

Walter J. Womersley,
Archibald R. J. Southby, } Lords Commissioners of His Majesty's Treasury.

* 15-6 G. 5 c. 49.
† S.R. & O. 1927 (No. 1184) p. 1638.
‡ *See* S.R. & O. 1931 (No. 459) p. 1239 and 1933 (No. 61) p. 1826.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that Mr. JOHN BUCHAN, C.H., M.P., Governor-General Designate of the Dominion of Canada, be appointed a Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. CLYDE TABOR WILSON, M.P., and Mr. EUGENE PAUL BENNETT, V.C., M.C., be appointed Metropolitan Police Magistrates, to fill the vacancies caused by the death of Mr. Samuel Pope and the retirement of Mr. J. G. Hay Halkett. Mr. Wilson was called to the Bar by the Inner Temple in 1913, and Mr. Bennett by the Middle Temple in 1923.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. ROBERT FRANCIS LYNE be appointed Recorder of Hereford, to succeed His Honour Judge A. Gwynne James, who has resigned. Mr. Lyne was called to the Bar by the Inner Temple in 1922.

The India Office announces that the King has been pleased to approve the appointment of RAO BAHADUR PAKALA VENKATARAMANA RAO NAYUDU as a Puisne Judge of the High Court of Judicature at Madras in the vacancy which will occur on 27th July next, on the retirement of Sir Vepa Ramesam.

The King has also been pleased to approve the appointment of DIWAN BAHADUR KASARGOD PATANASHETTI LAKSHMANA RAO as a Puisne Judge of the Madras High Court on the retirement, on 24th September next, of Diwan Bahadur K. Sundaram Chettiyar.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. D. ROWLAND THOMAS, K.C., be appointed Recorder of Carmarthen, to succeed the Earl of Halsbury, who has resigned. Mr. Thomas was called to the Bar by the Middle Temple in 1909 and took silk in 1931.

LORD HEWART, the Lord Chief Justice, has been unanimously elected a trustee of the Reform Club.

Mr. C. J. CONWAY, K.C., has been elected a Master of the Bench of the Inner Temple. Lord HANWORTH, the Master of the Rolls, has been chosen Reader for the summer vacation.

Mr. LLEWELLYN FRANCIS has been appointed Registrar of Cardiff and Barry County Courts in succession to the late Sir Harry Cousins; and he will also discharge the duties of High Bailiff, an office held by the late Mr. W. P. James. Mr. Francis was admitted a solicitor in 1920.

Mr. L. O. BOTTOMLEY, solicitor, of Stalybridge, has been recommended for appointment as Town Clerk of Stalybridge. Mr. Bottomley was admitted a solicitor in 1932.

Mr. H. T. EVANS, Assistant Solicitor to Surrey County Council, has accepted appointment as Assistant County Solicitor of Staffordshire.

Mr. A. N. MOON, Assistant Solicitor to Lancashire County Council, has been appointed Assistant Solicitor to Surrey County Council. Mr. Moon was admitted a solicitor in 1932.

Mr. GILBERT SUTCLIFFE, solicitor, of Ellesmere (Salop), has been appointed Assistant Solicitor to Cleethorpes Urban District Council. Mr. Sutcliffe was admitted a solicitor in 1929.

Professional Announcements.

(2s. per line.)

HERBERT OPPENHEIMER, NATHAN & VANDYK, of 1, Finsbury-square, E.C.2, and R. W. G. MACKAY, M.A., LL.B., of 506, Stafford House, Norfolk-street, Strand, W.C.2 (also a Solicitor of the Supreme Court of New South Wales, and formerly a partner in Sly & Russell, Solicitors, of Sydney, Australia) have amalgamated their respective practices. The amalgamated practice is being continued at 1, Finsbury-square, E.C.2, under the firm name of HERBERT OPPENHEIMER, NATHAN, VANDYK & MACKAY.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

The sixty-seventh annual meeting of the Chartered Surveyors' Institution was held last Monday, when Mr. H. M. Stanley (Messrs. St. Quintin, Son & Stanley) was installed in the chair, in succession to Mr. Alan Arnold (Winchester).

"It is in only one case in a hundred that anything is to be gained by fighting out a petition for judicial separation," said the President in the Divorce Court. "As far as material things are concerned, everything can be attained by a deed."

In the course of his address at the meeting of the Phœnix Assurance Company on Wednesday, Sir John Pybus, M.P., the chairman, referred to, among unfavourable features in the transaction of motor insurance, an increasing number of "guest claims," consisting of claims made against an owner or driver of a vehicle by friends or relatives who were in the car at the time of an accident.

The Committee of the House of Lords which has been appointed to examine into the present law relating to auctioneers', house agents', and land valuers' licences, and to report whether any alterations in the law are required, will meet on 18th June. Any person or body of persons anxious to give evidence before the Committee should communicate with its secretary at the House of Lords.

A woman who failed to answer a summons to serve as a juror, sending a note to say that she was sorry she would not be able to attend, was publicly admonished by Mr. Justice Macnaghten at the Oxfordshire Assizes last Tuesday. "You were summoned as a juror," he said, "and you wrote to the Under-Sheriff a letter which might have been written if you had been invited out to dinner." It was, he emphasised, a command and not an invitation, and she should have obeyed. Fortunately there was no need to call women jurors and on that account he would not impose a fine.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness Part II.	GROUP I. MR. JUSTICE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
June 3	Blaker	Andrews	*Blaker	Hicks Beach
„ 4	More	Jones	Jones	Blaker
„ 5	Hicks Beach	Ritchie	*Hicks Beach	Jones
„ 6	Andrews	Blaker	Blaker	Hicks Beach
„ 7	Jones	More	*Jones	Blaker

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
June 3	*Jones	*More	Ritchie	Andrews
„ 4	*Hicks Beach	*Ritchie	Andrews	*More
„ 5	*Blaker	*Andrews	More	Ritchie
„ 6	*Jones	More	Ritchie	*Andrews
„ 7	Hicks Beach	*Ritchie	Andrews	More

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

The Whitsun Vacation will commence on Saturday the 8th day of June, 1935, and terminate on Tuesday, the 11th day of June, 1935, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 13th June, 1935.

	Div. Months.	Middle Price 29 May 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	115⅛	3 9 3	3 0 5
Consols 2½%	JAJO	87	2 17 6	—
War Loan 3½% 1952 or after	JD	105½	3 6 4	3 2 0
Funding 4% Loan 1960-90	MN	117½	3 8 1	2 19 10
Funding 3% Loan 1959-69	AO	104⅛	2 17 5	2 14 11
Victory 4% Loan Av. life 29 years	MS	115½	3 9 3	3 3 6
Conversion 5% Loan 1944-64	MN	122	4 2 0	2 1 6
Conversion 4½% Loan 1940-44	JJ	112xd	4 0 4	2 2 10
Conversion 3½% Loan 1961 or after	AO	107⅛	3 5 1	3 1 6
Conversion 3% Loan 1948-53	MS	106¼	2 16 5	2 8 8
Conversion 2½% Loan 1944-49	AO	103	2 8 7	2 2 6
Local Loans 3% Stock 1912 or after	JAJO	96	3 2 6	—
Bank Stock	AO	363½	3 6 0	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	90½	3 0 9	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96½	3 2 2	—
India 4½% 1950-55	MN	113	3 19 8	3 7 8
India 3½% 1931 or after	JAJO	97	3 12 2	—
India 3% 1948 or after	JAJO	86½	3 9 4	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 16 9
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 16 5
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 9 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 6
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	102	3 13 6	3 11 3
Canada 4% 1953-58	MS	112	3 11 5	3 2 4
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 4
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	107	3 5 5	2 19 10
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	86	2 18 2	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3 2 6	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101	2 9 6	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
Do. do. 3% "B" 1934-2003	MS	99⅛	3 0 4	3 0 4
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 17 2
Middlesex County Council 4% 1952-72	MN	113	3 10 10	3 0 2
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	125⅛	3 11 9	—
Gt. Western Rly. 5% Debenture	JJ	137½	3 12 9	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	130½	3 16 8	—
Gt. Western Rly. 5% Preference	MA	119	4 4 0	—
Southern Rly. 4% Debenture	JJ	114½	3 9 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112½	3 11 1	3 5 11
Southern Rly. 5% Guaranteed	MA	130	3 16 11	—
Southern Rly. 5% Preference	MA	119½	4 3 8	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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WARWICKSHIRE—*continued.*

A. B. COLBOURNE, F.A.I., Warwick.
COOKES & SOUTHORN (C. H. SOUTHORN, F.S.I.), Leamington Spa. Est. 1820.
FAYERMAN & CO., F.A.I., 57, The Parade, Leamington Spa. Est. 1874.
HOWKINS & SONS, 12, Albert Street, Rugby. Tel. 59. Est. 1888.
KIBLER MORGAN, 57, Ely Street, Stratford-upon-Avon. Tel. 110.
GEO. LOVEITT & SONS, 61, Hertford St., Coventry. 3081. (Est. 1843).
FRANK MASON, F.A.I., 28, Trinity Churchyard, Coventry. Tel. 3095.
NIXON, TOONE & HARRISON, F.A.I., 12, Newdegate St., Nuneaton. Tel. 47.
SAM ROBBINS, Ltd., 25, Albert Street, Rugby. Tel. 430.
SLATER, DANN & CO., Sutton Coldfield. Tel. 2287; also Birmingham.
JOHN STAITE & SONS, F.A.I., 7, Euston Place, Leamington Spa. Tel. 36.
JAMES STYLES & WHITLOCK, F.A.I., The Estate Offices, Rugby. Tel. 70.
WIGGINS & RUSSELL (late W. WIGGINS), 14, Regent Place, Rugby. Tel. 548.

WORCESTERSHIRE.

G. HERBERT BANKS, F.A.I., Worcester St. Kidderminster. Est. 1898.
BENTLEY, HOBBS & MYTTON, F.A.I., Worcester. Tel. 49. Est. 1780.
CATTELL & YOUNG (ALEX. YOUNG, F.A.I.) Worcester St., Kidderminster
R. D. CLARE, F.A.L.P.A., 47, Foregate St., Worcester. Tel. 513.
HENRY COOMBS & SMITH, F.A.I., Worcester. Tel. 35. Est. 1870.
ARTHUR G. GRIFFITHS, F.A.I., 14, Foregate St., Worcester. Est. 1897.
J. G. LEAR & SON, F.A.I., Malvern. Tel. 160. Est. 1863.
PHILIP LEVENS & SON, F.A.I., 110, High St., Bromsgrove. Tel. 84.
NOCK & JOSELAND, F.A.I., Bank Buildings, Kidderminster. Tel. 53.
W. P. WOODWARD, A.A.I., Broad Street, Worcester. Tel. 101.
GEO. YEATES & SONS, F.A.I., 8, Foregate St., Worcester. Est. 1833. Tel. 18.

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